



We Joshua Johnston Writer in Stronnesp & Margaret
 Halbro spouse only Tutor & Curators now on life
 nominated & appointed by Hugh Halbro late of Coubyler
 now deceast to William Halbro his son now of Coubyler
 conform to his nomination of Tutory & Curatory containd
 in a Disposition of Inland by the said Hugh Halbro of the
 Subjects therein mentioned to his said son & the heirs of
 Inland therein mentioned Dated the thirteenth day of
 February seven teen hundred and seventy years
 duly recorded in the register of Tailies at Edinburgh
 the _____ Day of _____ and year foresaid and
 also conform to a separate and particular nomination
 of Tutory and Curatory of the date of the said Inland by the
 said Hugh Halbro registrate in the Sheriff Court books
 of Orkney the sixteenth day of August said year Grant
 and Oupp the said William Halbro our said Pupil to
 Justly repay owing and addid to Andrew Crookshank
 Merchant in Stronnesp the sum of three hundred & ten
 pounds Sterling money borrowd & received from him by
 us at different times for payment of sundry debts & demands
 due and payable by the said William Halbro contracted by
 his said father & predecessor and incumbrances upon the
 Estate of Coubyler & therewith we for and in name & behalf
 of our said Pupil & all others the said Heirs of Inland hold
 our selves well satisfied and paid and discharge the said
 Andrew Crookshank his heirs & executors of the same
 renouncing all exceptions & objections to the contrary
 for now and ever Which sum of three hundred & ten
 pounds Sterling money we the said Tutor & Curators bind
 and oblige the said William Halbro his heirs as well
 male as of Line Tailie Inquest provision and all other
 the Heirs Successors & executors of the said Hugh & William
 Halbro and Inlanders with their goods & gears real
 & movi renouncing the benefit of the order of paying
 them to Coubyler and pay to the said Andrew Crookshank
 his heirs Successors or assignies what so ever before the
 date hereof and the term of Whitsunday next to come
 with the sum of twely two pound money for of liquidate
 penally meap of Tailie Inquest the due & ordinary annual rent
 of the said principal sum from the date hereof to the said
 term of payment and yearly and termly thereafter
 during the not payment thereof without fifth part
 more of the said annual rent of liquidate penally meap
 of Tailie in payment of of without prejudice of utermy
 execution hereon for paym of the said principal sum in
 annual rents & penally at the said Term of payment or
 at any other time or term hereafter without requi
 sition not with standing the Clause of Infeoffment after
 mentioned & Infeoffment to follow hereupon and for further
 security thereanent we the said Tutor & Curators bind and
 oblige the said William Halbro & his forefairs & our heirs

Joshua Johnston of
 Edinburgh Halbro

of Inlaid aforesaid upon their own expences To duely
lawfully and sufficiently give and lease the said
Andrew Cook Frank and his aforesaid in all & to hold
an annual rent of fifteen pound ten shillings Sterling
money or in such an annual rent as by Law for the time
shall correspond to the forepaid principal sum yearly
to be uplifted at the term of Whitsunday next of all
and whole the said wrecan Kalaro his Room & land
of the gift vper and Kether Beggars vpprother
Lerquays The Rooms and lands of Sloe, Grind, Bickers,
Breckney, New Bizzing, Garioch, Mux & some with
the whole other houses Bizzings yards mowes murr
meadows & cottages Duoy's Duoylands & whole other
parts pordules pordules & creptions pertinent
therof whatsoever all by the name of Inlaid
biffer Parish of Biffer mainland & the ryfdom
of Biffer or furth of any part or portion of the
same readiest ments farms pordules & duties therof
and that by two severall Infirmments & manners of
holding The one there of to be holden of the said William
Kalaro his heirs and successours & the other of the
immediate lawfull superiors therof by the same
tenor and as freely as they hold or might hold the same
themselves and that either by resignation or con
formation or both the one with out prejudice of the
other and for these ends and purposes we bind &
oblige ourselves and the said William Kalaro & his
aforesaid & the said Inlaid to make grant subside
and deliver to the said Andrew Cook Frank and his
aforesaid all manner of procuratory precepts Infirm
ments and other writs requyred necessary for the
security anent the premises which shall bear and
contain the best clause of warrant due following
As it is now as if the said writs were past & executed
we bind and oblige ourselves and the said William Kalaro
and his heirs & the said other heirs of Inlaid to warrant
the said annual rent & lands out of which the same is
receptable and this present right & security to be good
and sufficient free safe and sure to the said Andrew
Cook Frank and his aforesaid at all hands & against
all mortal And further for the said Andrew Cook
Frank and their aforesaid more certain & due payment
of the said annual rent we the said Tutor & Curator
for and in name of the said William Kalaro our said pupil
and the heirs of Inlaid our aforesaid by these presents
make and constitute the said Andrew Cook Frank & his
aforesaid their and our assignees and assignees in and
to as much of the said readiest of the said farms
pordules and duties of the said lands & others aforesaid
due at the term of Whitsunday next any yearly termly
thereafter during the non payment of the said principal
sum as well & specially satisfy & pay the forepaid annual
rent

Thomas Johnstone
Margaret Kalaro

rent and yearly failies if incurred in manner and
at the term before specified and to all action suite or
execution competent if anent as accords Swors:
gating hereby and substituting the said Andrew
Cookshank and his foresaids in ours our said Prince
and his foresaids and the said Heir of Inheritance full right
title and place of the premises pro tanto which a pro
nation we also oblige our said Prince & our foresaid
to warrant to the said Andrew Cookshank and his
aforsaid at all hands without prejudice nevertheless
to the said Andrew Cookshank or his aforsaid their
own diligence hereupon for payment of the said
principal sum annual rents and penallys that may
be due at the time and that by storming & oppression
or other ways as a word of law which shall noways
hurt or prejudice this present heritable security or
infirmment or others to follow hereupon But the
same shall remain valid and effectual to all intents
and purposes until the whole sums principal
annual rents penallys expenses & others due upon
be fully and completely satisfied & paid And if
moreover we the said Tutor & Curators for and in name
and behalf of the said William Halero our said Prince
and his foresaid & said Heir of Inheritance desire & require
you

and each of you jointly and severally hereby spe
cially constitute our Princes with appars that on sight
hereof ye pass to the ground of the said Rooms and
lands above mentioned and there exhibit give
and deliver to the said Andrew Cookshank &
his foresaids Heritable Estate & Inheritance real actual
and personal possession of all and whole the
foresaid annual rents of fifteen pound ten shillings
sterling money or of such an annual rent as by law
for the time shall correspond and agree to the said
principal sum yearly to be uppaid at the term
above mentioned & with of the said & others above
specified or with of any part or portion thereof
readyest maner farms profits & duties of the same
by delivering to the said Andrew Cookshank or his
foresaids or to his or their certain Pro or Attorney
with or names Brear here of of Earth and Stone of
the ground of the said lands and of a penny money
in name of the said annual rents & other symbols as
use is conform to the tenor here of and of the Infirmment
and others following hereupon in all points providing
always the said annual rents lands & our foresaid be
redeemable by the said William Halero or his aforsaid
by us & the said Heir of Inheritance by payment of the said
principal sum annual rents penallys expenses and
others due for the time at the said term of Whitsunday

Joshua Johnson
Margaret Halero

receiv to the said Andrew Cook Banker or his afore said or
 assignation or of for their behoof the place of redemption
 to be within the Toll Booth of Thurnwal and the assignation
 in case of absence or refusal to be in the hands of any one
 of the magistrates of the said Burgh responsible for the time
 at the peril of the Consigner Remission being always
 made by us or by our order said Burgh or his afore said
 or by the said Heirs of Maick to the said Andrew Cook Banker
 or his afore said personally or at their dwelling house
 forty days preceeding the said term at which the said
 redemption is to be used in presence of a Notary & Justice
 as officers and that these presents or a copy thereof or extract
 or a copy of the instrument to follow hereupon shall have full
 sufficient document or reception for that purpose and on
 such payment or assignation the said Andrew Cook Banker
 and his afore said shall be held & obliged to make & grant a formal
 and valid renunciation & discharge of the whole premises
 to us or by our order said Burgh or of their Heirs of Maick
 accords which to do we commit to you the said Bailie
 your self & severally full power to the effect fore said by this
 our precept and we consent to the registration hereof
 in the Books of Council and Session or other competent
 for preservation and that all execution need full
 pass hereupon as accords And thereto we subscribe
 Over

prois for that effect in vertues whereof these presents
 being wrote up on this and the three preceeding pages
 of stamped paper by me the said Joshua Johnston are
 subscribed by us at Stronness the eighteenth day of February
 one thousand seven hundred and eighty three
 before these witnesses John McLeod and John Gray
 both carpenters in Stronness

~~John McLeod witness~~
~~John Gray witness~~

~~Joshua Johnston~~
~~Margaret Walker~~

Veritable Bond

Joshua Johnston
and his spouse

To

Andrew Cook Banker

1780

250.