



We Joshua Johnson & Peter M. Brown & Margret Kallro
 spouses only Tutors and Curators now on life nomination
 and appointed by Hugh Kallro late of Couberston now
 deceased to William Kallro his son now of Couberston conform
 to Nomination of Tutor & Curatory contained in a disposition
 of Tutail by the said Hugh Kallro of the subjects upon new to his
 said son and the heirs of Tutail upon specified dated the thir
 teenth day of February sixteen hundred and seventy year
 duly recorded in the Register of Faciles the _____ day
 of _____ and year for _____ and also in a separate Nomination
 of the same date by the said Hugh Kallro registered in the
 Burgh Court books of Orkney the nineteenth day of August last
 year Grant and confer the said William Kallro our Pupil
 to be fully resting owing and addidled to Andrew Crookshank
 merchant in Strangmoney the sum of Two hundred and twenty
 two pound Strangmoney received by us at different times from
 him towards payments of sundry demands and debts due
 by the said William Kallro conform to accounts wherewith
 we for and in name & behalf of our said Pupil hold our places
 well satisfied & content and discharge the said Andrew Crookshank
 his heirs & executors thereof renouncing all exceptions &
 objections to the contrary for now & ever which sum of
 two hundred and twenty two pounds money for _____ we the
 said Tutors and Curators bind and oblige the said William
 Kallro our said Pupil his heirs as well male as of line
 female conjunct provision and all others his heirs success
 ors executors & promissors with his goods & gear
 what power renouncing the benefit of the order of
 discussing them to content & pay to the said Andrew
 Crookshank his heirs successors or assigns what power
 becomel the date hereof and the term of Whitsunday
 next to come with the sum of forty pound eight shilling
 money for _____ of liquidate penalty incase of failure with
 the due and 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 no payment
 of _____ with one fifth part more of the said Annual rent
 of liquidate penalty incase of failure without prejudice
 of holding execution hereon for payment of the said prin
 cipal sum annual rent and penalty at the said term of payment
 or at any other time or term thereafter without requir
 tion notwithstanding the clause of Infeftment after
 mentioned & Infeftment to follow hereupon And for
 further security hereunto we the said Tutors & Curators
 bind and oblige the said William Kallro & his aforesaid upon
 their own expences to duly lawfully & sufficiently Infeft
 and spare the said Andrew Crookshank his aforesaid in all
 and whole an annual rent of four teen pound twelve

Joshua Johnson
 Margret Kallro
 Shilling

shillings sterling money or such an annual rent as by law
for the time shall correspond to the said principal sum a part
to be repaid at the said term of Whitsunday next of all
and whole the said William Waltero his rooms & lands of
Shrewsbury presently possessed by John Taylor Robert Waltero
junior and Frankmore presently tenements of the lands of Upper
and nether Derquoy presently by George Waltero & Peter
Garroch and Upper and nether Bigger presently by John &
Edward Waltero his room and lands of Stove presently by
Robert Waltero senior & Thomas Waltero his son and his room
and lands of Grind presently by Magnus May with the
whole houses bygginges yards moyses murens mead or other
places duoy duoy lands and whole other parts pudent
precedges & righteous pertinents thereof given all lying
within the Town of Swan before Parish of Ophrednam and
Shrewsbury of Orkney or fourth of any part or portion of the
same radest moles farms profits & duties thereof And
that by two several instruments or manners of holding the
one thereof to be holden of the said William Waltero his heirs
and successors and the other to be holden from him & them
of their immediate lawful superiors if of both parties
all in due & compulsion form & that either by resignation or
confirmation or both the one without prejudice of the other
and for these ends and purposes we the said Tutor & Curator
and obliger as before and the said William Waltero his heirs
to make grants & deliver to the said Andrew Gookshank
and his assigns all manner of profits precepts instruments &
other writs requisite & necessary about the premises which
shall bear and contain the express clause of warrant & assize
in the letters now are of the said writs were past & expedite we
and obliger us and the said William Waltero & his heirs
to warrant the said annual rent and lands out of which
the same is payable and this present right & security to be
good and sufficient & safe & sure to the said Andrew Gookshank
and his assigns at all hands and against all men as
law will And further for the said Andrew Gookshank and
their assigns their more certain & sure payment of the
said annual rent we the said Tutor for and in name of the
said William Waltero our said Pappe by these presents make
and constitute the said Andrew Gookshank & his assigns
his and our assigns & assigns in and to as much of the
profits and radest of the moles farms profits & duties of the
said lands due at the term of Martinmas next or after
marly and termly doing their payment of the said
principal sum as well completely pay the said annual
rent and termly & lawfully in manner and at the term
before specified and to all action and execution compe-
tent thereon as accords & derogating hereby by subse-
quently the said Andrew Gookshank and his assigns in our
said Pappe and his assigns full right title and peace thereof
pro tanto which assignation we also oblige and
our said Pappe and his assigns to warrant to the said
Andrew

Robert Gookshank
Bergrat Waltero

Andrew Crookshank and his aforesaid at all hands
without prejudice unto the less to the said Andrew
Crookshank and his aforesaid being discharged hereon
for payments of the said principal sum annual rent
penalties if incurred and due for the time by storming
adjudication or other ways as they shall think proper
which shall neither hurt nor prejudice the present heritable
security or preference or others to follow hereupon but
that the same shall stand effectual until the whole sum
both principal and annual rent expenses & others
due thereon be fully and completely satisfied and paid
And moreover we the said Tutor & Curators for and in
name of the said William Halero our said pupil desire
and require you

and each of you jointly and severally and
his heirs with a part hereby specially constituted that
on sept hereof or pass to the ground of the said respective
lands above mentioned and there exhibit give and
deliver to the said Andrew Crookshank and his aforesaid
heritable title and value real actual & corporal
possession of all and whole the foresaid annual rent
of four teen pound twelve shillings Sterling money or of
such an annual rent as by law for the time shall corres-
pond to the foresaid principal sum yearly to be uptaken
at the term above specified forth of the lands and
others above mentioned with the pertinents or forth
of any part or portion thereof ready to make farms
profits and duties of the same to the said Andrew
Crookshank or his aforesaid by delivering to him or them
or to his or their procurators or attorneys in his or their
names bearer hereof of a lath and stone of the ground of
the said lands and of a penny money in name of the
said annual rent as use is conform to these precepts in pre-
ments & others to follow hereupon in all points. Provid-
ing always the said annual rent lands and others fore-
said be redeemable by the said William Halero or his afo-
resaid or by us or either of us his Tutor or Curators for him
by or making payments of the said principal sum annual
rents penalties expenses and others due for the time at the
said term of martins next or at any other term of
september or martins next thereafter to the said Andrew
Crookshank or his aforesaid and that without any other
formal premium or consignation for that effect only
that a copie hereof or of the preference to follow hereon or
an extract of the same presented & an offer of payment before
a notary and witnesses forty days preceding the time
at which payments to be made to the said Andrew Crookshank
or his aforesaid & requiring him or them to accept of it shall

Robert Halero
Tutor

serve as a sufficient receipt and the said Andrew Goodphant
 or his assigns be held and obliged to accept of payments
 at the same and to grant a sufficient a sufficient discharge
 and renunciation of the whole premises in accord
 notwithstanding any law or practice to the contrary and
 thus on no account ye leave undone which to do we for
 ourselves and our said Duke Council to you jointly by
 speciality as a said full power by this our precept and
 we cause to be registered hereof in the books of Council
 and Session or other competent for preservation and that
 all execution needful pass hereupon as accords and
 thereto we constitute

Our procurator in witness whereof the
 present being wrote upon this and the preceding three
 pages of stamped paper by one the said Joshua Goulston
 are subscribed by us at Stranraer the seventeenth
 day of February one thousand seven hundred and
 seventy nine years before these witnesses Robert
 McHenry of warbur and Richard Omand
 of Dumfries

Robert McHenry witness
 Richard Omand witness

~~Joshua Goulston~~
 Margrat Ballero

Received 18th Dec 1780 for the purchase of the same
 of the said Andrew Goodphant
 of the said Andrew Goodphant
 of the said Andrew Goodphant

Verelable bond
 Joshua Goulston
 and his sponse

To
 Andrew Goodphant
 1779

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