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{\*\GENERATOR MSFTEDIT
5.41.15.1507;} \VIEWKIND4 \UC 1 \PARD \F0 \FS 16 \PAR
GD305/1/133/17 \PAR
ASSIGNATION BY THE TRUSTEES OF THE LATE JOHN BAIN IN
FAVOUR OF HIS GRACE \PAR
THE DUKE OF SUTHERLAND. \PAR
OF A BOND BY THE LATE JOHN HAY MACKENZIE AND MRS
MURRAY HAY MACKENZIE \PAR
HIS MOTHER FOR \A33319 \PAR
\PAR
WE ALEXANDER WATSON WEMYSS ESQUIRE OF PILKENNY
ALEXANDER SMITH MERCHANT \PAR
IN ST ANDREWS ALEXANDER KYD LINDESAY ESQUIRE OF
BALMUNGO AND WILLIAM WOODCOCK \PAR
WRITER IN SAINT ANDREWS SURVIVING AND ACTING
TRUSTEES NOMINATED AND APPOINTED BY \PAR
THE NOW DECEASED JOHN BAIN AGENT FOR THE BANK OF
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SCOTLAND AT SAINT ANDREWS IN HIS \PAR
TRUST DISPOSITION AND SETTLEMENT DATED THE THIRTY
FIRST DAY OF JANUARY EIGHTEEN HUNDRED \PAR
AND FORTY AND CODICILS THERTO DATED RESPECTIVELY
THE FIRST DAY OF JANUARY EIGHTEEN HUNDRED \PAR
AND FORTY AND CODICILS THERETO DATED RESPECTIVELY
THE FIRST DAY OF JANUARY EIGHTEEN \PAR
HUNDRED AND FORTY FOUR AND SEVENTH DAY OF AUGUST
EIGHTEEN HUNDRED AND FORTY NINE AND ALL \PAR
REGISTERED IN THE SHERIFF COURT BOOKS OF FIFE AT
CUPAR THE FIFTH DAY OF MARCH EIGHTEEN \PAR
HUNDRED AND FIFTY CONSIDERING THAT BY A BOND
BEARING DATE THE NINETEENTH DAY OF FEBRUARY \PAR
AND EIGGHTEEN DAY OF MARCH BOTH IN THE YEAR EIGHTEEN
HUNDRED AND THIRTY FIVE MADE AND \PAR
GRANTED BY JOHN HAY MACKENZIE OF CROMARTY NOW
DECEASED AND BY THE HONOURABLE \PAR
MRS MARIA MURRAY HAY MACKENZIE OF CROMARTY MOTHER
PROCEEDING ON THE NARRATIVE \PAR
THEREIN SET FORTH THEY ACKNOWLEDGED CONFESSED
AND DECLARED THEMSELVES \PAR
AND THE HEIRS OF TALZIE SUCCEEEDING TO THEM IN THE
LANDS AND ESTATE OF CROMARTY \PAR
TO BE JUSTLY ADDEBTED AND RESTING OWING TO SIR
ALEXANDER MACKENZIE OF TARBAT \PAR
BARONET THEN IN THE SERVICE OF THE HONOURABLE EAST
INDIA COMPANY WHO WAS THE ELDEST \PAR
AND ONLY BROTHER OF SIR JAMES SUTHERLAND MACKENZIE
OF ROYSTON BARONET AND OTHER \PAR
HEIRS OF ENTAIL OF ROYSTON AS THEREIN AND HEREAFTER
MENTIONED THE PRINCIPLE SUM \PAR
OF THREE THOUSANT THREE HUNDRED AND NINETEEN
POUNDS FIVEPENCE AND ONE THIRD OF \PAR
A PENNY STERLING WITH THE LAWFUL INTEREST THEREOF
FROM AND SINCE THE TERM OF WHITSUNDAY \PAR
THEN LAST EIGHTEEN TO THE NEAREST HEIRS AND
ASSIGNEES WHATSOEVER OF THE SAID GEORGE \PAR
VISCOUNT OF TARBAT AFTERWARDS EARL OF CROMARTY
THE LEGAL INTEREST OF THE SAID PRINCIPAL \PAR
SUM OF THREE THOUSAND THREE HUNDRED AND NINETEEN
POUNDS FIVE PENCE AND ONE THIRD OF A \PAR
PENNY STERLING FROM THE SAID TERM OF WHITSUNDAY
EIGHTEEN HUNDRED AND THIRTY FOUR TO THE \PAR
SAID TERM OF PAYMENT OF THE PRINCIPAL SUM AND
THEREAFTER SO LONG AS THE SAID PRINCIPAL \PAR
SUM REMAINED UNPAID AT TWO TERMS IN THE YEAR
WHITSUNDAY AND MARTIMAS BY EQUAL PORTIONS \PAR

BEGINNING THE FIRST TERMS PAYMENT OF THE SAID
INTEREST AT THE TERM OF MARTIMAS \PAR
EIGHTEEN HUNDRED AND THIRTY FOUR AND THE NEAREST
TERMS PAYMENT THEREOF AT THE TERM OF \PAR
WHITSUNDAY EIGHTEEN HUNDRED AND THIRTY FIVE AND SO
FORTH HALF YEARLY AT THE SAID TERMS \PAR
DURING THE NOT PAYMENT OF THE SAID PRINCIPAL AND THAT
AT EDINBURGH IN THE OFFICE OF THE BANK \PAR
OF SCOTLAND WITH ONE FIFTH PART MORE OF THE SAID
INTEREST OF LIQUIDATE PENALTY IS FOR EACH \PAR
TERMS FAILURE IN PAYMENT OF THE SAID INTEREST AT THE
TERMS ABOVE MENTIONED AS THE SAID \PAR
BOND CONTAINING A CERTAIN DECLARATION IN THE END
THEREOF IN ITSELF BEARS: AND FURTHER \PAR
CONSIDERING THAT THE SAID SIR JAMES SUTHERLAND
MACKENZIE ACQUIRED RIGHT TO THE FORESAID \PAR
BOND AND SUMS OF MONEY THEREBY DUE CONFORM TO
RETOUR OF HIS SERVICE AS NEAREST AND \PAR
LAWFUL HEIR MALE OF TALZIE AND PROVISION UNDER THE
SAID DISPOSITION AND DEED OF ENTAIL \PAR
OF THE ESTATE OF ROYSTON AND ALSO AS NEAREST AND
LAWFUL HEIR MALE AND NEAREST \PAR
AND LAWFUL HEIR MALE AND NEAREST AND LAWFUL HEIR
MALE IN GENERAL OF PROVISION \PAR
OF THE SAID ALEXANDER MACKENZIE HIS ONLY BROTHER
WHICH SERVICE WAS EXPEDE BEFORE \PAR
THE BAILIES OF THE BURGH OF EDINBURGH ON THE 17 DAY
OF SEPTEMBER EIGHTEEN HUNDRED \PAR
AND FORTY ONE AND DULY RETOURED TO CHANCERY AND
WITHER CONSIDERING BY A CONTRACT \PAR
OF SALE BEARING DATE SEALED AND DELIVERED THE
TWELFTH DAY OF OCTOBER EIGHTEEN HUNDRED \PAR
AND FIFTY ENTERED INTO BETWEEN THE SAID SIR JAMES
SUTHERLAND MACKENZIE AND EDWARD \PAR
SUTHERLAND STEWARD AND STOREKEEPER OF THE ROYAL
HOSPITAL CHELSEA CAPTAIN UNATTACHED \PAR
THE SAID SIR JAMES SUTHERLAND MACKENZIE IN
CONSIDERATION OF THE PRICE THEREIN STIPULATED \PAR
AND WITH AND UNDER THE CONDITIONS PROVISIONS
DECLARATIONS AND RESERVATIONS THEREIN \PAR
WRITTEN INTER ALIA SOLD TO THE SAID EDWARD
SUTHERLAND AND HIS HEIRS EXECUTERS AND \PAR
ASSIGNEES WHOMSOEVER ALL AND WHOLE THE AFORESAID
SUM OF THREE THOUSAND THREE \PAR
HUNDRED AND NINETEEN POUNDS FIVE PENCE AND ONE
THIRD OF A PENNY STERLING WITH INTEREST \PAR
AND PENALTIES AS CONTAINED IN AND DUE BY THE BOND

ABOVE RECITED WITH THE INTEREST\PAR
THEREON FROM THE TERM OF WHITSUNDAY EIGHTEEN
HUNDRED AND FIFTY AND PENALTIES\PAR
SAME TERMLY FAILURES IF INCURRED TOGETHER WITH ALL
RIGHT TITLE AND INTEREST AND CLAIM\PAR
OF RIGHT INTEREST AND PROPERTY WHICH THE SAID SIR
JAMES SUTHERLAND MACKENZIE OR HIS\PAR
ANCESTORS PREDECESSORS AUTHORS OR HEIRS AND
SUCCESSORS HAD OR COULD ANYWISE \PAR
CLAIM OR PRETEND TO THE SAID SUM AND DOCUMENT OF
DEBT OR TO ANY PART OR PORTION\PAR
OF THE SAME AND THE SAID SIR JAMES SUTHERLAND
MACKENZIE BY THE SAID CONTRACT OF\PAR
SALE BOUND AND OBLIGED HIMSELF AND HIS HEIRS AND
SUCCESSORS IN THE SAID SUM AND\PAR
DOCUMENT OF DEBT UPON HIS RIGHT TO SELL AND ALIENATE
THE SAID SUM AND OTHERS THEREIN\PAR
BEING FINALLY ASCERTAINED AND DETERMINED IN ONE OR
OTHER OF THE WAYS THEREIN MENTIONED\PAR
AND UPON RECEIVING PAYMENT OF THE PRICE OF THE SAID
SUMS DOCUMENTS AND OTHERS\PAR
AS THEREIN STIPULATED TO EXECUTE AND DELIVER A
FORMAL AND VALID DISPOSITION AND ASIGNATION\PAR
OR OTHER SUITABLE DEED OF CONVEYANCE OF THE SAID
SUM DOCUMENT AND OTHERS TO THE SAID\PAR
EDWARD SUTHERLAND AND HIS FORESAIDS CONTAINING
CLAUSE OF ABSOLUTE WARRANDICE SO FAR\PAR
AS REGARDS THE TITLE OF THE SAID SIR JAMES SUTHERLAND
MACKENZIE AND CLAUSE OF WARRANDICE\PAR
FROM FACT AND DEED ONLY SO FAR AS REGARDS THE SAID
DEBT AND ASSIGNATION TO THE ANNUAL\PAR
RENTS THEREOF FROM AND AFTER THE TERM OF
WHITSUNDAY EIGHTEEN HUNDRED AND FIFTY\PAR
ASSIGNATION TO THE WRITS AND EVEDENTS OF THE SAID
SUM AND OTHER USUAL AND NECESSARY\PAR
CLAUSES AND THE SAID SIR JAMES SUTHERLAND MACKENZIE
BY THE SAID CONTACT OF SALE\PAR
ENGAGED AND THEREBY BOUND HIMSELF IMMEDIATELY
AFTER THE EXECUTION THEREOF TO\PAR
INSTITUTE AN ACTION OF DECLARATION OR OTHER JUDICIAL
PROCEEDING FOR ASCERTAINING\PAR
HIS RIGHT TO SELL THE SAID SUM AND OTHERS AND TO
RECEIVE AND DISCHARGE THE PRICE\PAR
THEREOF AND TO CITE AS PARTIES THERETO THE WHOLE
EXISTING HEIRS OF ENTAIL SO FAR\PAR
AS KNOWN TO HIM CALLED TO SUCCEED AFTER HIM TO THE
SAID SUMS DOCUMENTS AND OTHERS \PAR

BY THE DEED OF ENTAIL CHARTERS AND OTHER WRITINGS
AND INVESTETURES THEREOF AND\PAR
INTERESTED THEREIN IN VIRTUE OF THE SAID ENTAIL AND ON
THE OTHER HAND THE SAID EDWARD\PAR
SUTHERLAND BY THE SAID CONTRACT OF SALE BOUND AND
OBLIGED HIMSELF AND HIS HEIRS \PAR
EXECUTERS SUCCESSORS AND REPRESENTATIVES
WHATSOEVER TO PAY TO\PAR
THE SAID SIR JAMES SUTHERLAND MACKENZIE AND HIS HEIRS
EXECUTERS OR ASSIGNEES EXCLUDING\PAR
ALWAYS HIS HEIRS OF TAILZIE AND PROVISION IN THE SUMS
AND DOCUMENTS THEREIN\PAR
DESCRIBED INCLUDING INTER ALIA THE SAID SUM OF THREE
THOUSANT THREE HUNDRED AND \PAR
NINETEEN POUNDS FIVE PENCE AND ONE THIRD OF A PENNY
THE SUM OF FOUR THOUSANT ONE\PAR
HUNDRED POUNDS STERLING AS THE AGREED ON PRICE OF
THE SAID SUMS DOCUMENTS AND\PAR
OTHERS AND THAT AS AT THE TERM OF WHITSUNDAY
EIGHTEEN HUNDRED AND FIFTY WITH A FIFTH\PAR
PART MORE OF THE SAID PRICE OF PENALTY IN CASE OF
FAILURE IN PAYMENT THEREOF AND THE \PAR
INTEREST OF THE SAID PRICE AT THE RATE OF THREE AND
ONE QUARTER PER ANNUM FROM THE SAID\PAR
TERM OF WHITSUNDAY EIGHTEEN HUNDRED AND FIFTY UNTIL
THE FIRST TERM OF WHITSUNDAY\PAR
OR MARTINMAS AFTER THE RIGHT OF THE SAID SIR JAMES
SUTHERLAND MACKENZIE AND OTHERS\PAR
SHOULD BE FINALLY ASCERTAINED AND DETERMINED IN ONE
OR OTHER OF THE WAYS THEREIN\PAR
MENTIONED AND THE LEGAL INTEREST OF THE SAID PRICE
THEREAFTER DURING THE NOT PAYMENT\PAR
AND WHICH INTEREST SHOULD BE PAYABLE AT TWO TERMS IN
THE YEAR WHITSUNDAY AND \PAR
MARTINMAS BY EQUAL PORTIONS IN MANNER THEREIN
MENTIONED AS THE SAID CONTRACT OF SALE\PAR
CONTAINING SUNDRY OTHER CONDITIONS AND
DECLARATIONS IN ITSELF BEARS AND FUR:\PAR
SUTHERLAND MACKENZIE RAISED AN ACTION OF
DECLARATION AT THE INSTANCE BEFORE THE LORDS\PAR
OF COUNCIL AND SESSION THE SUMMONS IN WHICH IS
DATED AND SIGNETED THE THIRTIETH DAY OF\PAR
OCTOBER EIGHTEEN HUNDRED AND FIFTY AGAINST THE SAID
EDWARD SUTHERLAND AND ALSO \PAR
AGAINST JOHN MACKENZIE ESQUIRE TACKSMAN OF ACHTO
NEAR BONAR BRIDGE IN THE \PAR
SHERIFFDOM OF SUTHERLAND ROYSTONE MACKENZIE

ESQUIRE RESIDING AT BARRA IN THE \PAR
ISLAND OF SKYE AND KENNETH MACKENZIE AND WILLIAM
MACKENZIE SONS OF THE SAID ROYSTONE \PAR
MACKENZIE AS ADMINISTRATOR IN LAW FOR HIS SAID SONS
WHO WERE MINORS AND THEIR TUTORS \PAR
AND CURATORS IF THEY ANY HAD FOR THEIR INTEREST BEING
THE WHOLE KNOWN AND EXISTING \PAR
HEIRS SUBSTITUTE TO THE SAID LANDS AND BARONY OF
ROYSTONE AND OTHERS AND INTER \PAR
ALIA TO THE FORESAID SUM OF THREE THOUSAND THREE
HUNDRED AND NINETEEN POUNDS FIVE \PAR
PENNCE AND ONE THIRD OF A PENNY AND HAVING AN
INTEREST IN THE SAME HEIRS OF TAILZIE \PAR
UNDER THE SAID DISPOSITION AND DEED OF ENTAIL AND
ALSO AGAINST CERTAIN OTHER \PAR
PERSONS IN THE SAID SUMMONS FOR THEIR INTEREST WITH
WHICH SUMMONS AND ACTION \PAR
A PROCESS OF SUSPENSION OF A THREATENED CHARGE AT
THE INSTANCE OF THE SAID \PAR
EDWARD SUTHERLAND WAS CONJOINED AND IN WHICH
CONJOINED PROCESS THE LORDS \PAR
OF COUNCIL AND SESSION UPON THE 24/6/1851
PRONOUNCED A DECREE WHEREBY THEY \PAR
FOUND DESCERNED AND DECLAIRED THAT THE DISPOSITION
AND DEED OF TAILZIE OF THE \PAR
LANDS AND BARONY OF ROYSTON LIBELLED WAS INVALID
AND INEFFECTUAL AS REGARDS THE \PAR
PROHIBITION AGAINST SALE OR ALIENATION THE SAME NOT
HAVING BEEN FENCED BY A VALID \PAR
OR SUFFICIENT IRRITANT CLAUSE AND FOUND THAT THE SAID
TAILZIE BEING INVALID AND \PAR
INEFFECTUAL AS REGARDS THE PROHIBITION AGAINST SALE
OR ALIENATION MUST IN TERMS \PAR
OF THE STATUTE ELEVENTH AND TWELFTH VICTORIA
CHAPTER THIRTY SIX BE DEMED AND TAKEN TO \PAR
BE INVALID AND INEFFECTUAL AS REGARDS ALL THE
PROHIBITIONS AGAINST ALIENTATION \PAR
CONTRACTION OF DEBT AND ALTERATION ALTERATION OF
THE ORDER OF SUCCESSION \PAR
AND FOUND THAT INTER ALIA THE SAID SUM OF THREE
THOUSAND THREE HUNDRED AND \PAR
NINETEEN POUNDS FIVE PENNCE AND ONE THIRD OF A PENNY
SET FORTH IN THE SAID \PAR
SUMMONS WAS TO BE DEALT WITH IN ALL RESPECTS AS THE
SAID LANDS AND BARONY OF \PAR
ROYSTON AND OTHERS MIGHT HAVE BEEN DEALT WITH
UNDER THE SAID TAILZIE OR AS \PAR

ANY OTHER LANDS MIGHT HAVE BEEN DEALT WITH IF SUCH
LANDS HAD BEEN PURCHASED\PAR
WITH THE SAID SEVERAL SUMS AND HAD BEEN ENTAILED IN
TERMS OF THE SAID TAILZIE \PAR
THEREFOR THE SAID LORDS FOUND AND DECLARED THAT
THE SEVERAL SUMS THEREIN MENTIONED\PAR
AND THE BONDS BILLS AND DOCUMENTS CONNECTED
THERE WITH INCLUDING THE AFORESAID \PAR
SUM OF THREE THOUSAND THREE HUNDRED AND NINETEEN
POUNDS FIVE PENCE AND ONE\PAR
THIRD OF A PENNY AND THE BOND THEREFOR ABOVE
RECITED NOW BELONG TO THE SAID SIR\PAR
JAMES SUTHERLAND MACKENZIE AS HEIR UNDER THE SAID
TAILZIE SUBJECT AND LIABLE TO\PAR
HIS DEBTS AND DEEDS AND THAT NO ACTION OF FORFEITURE
WAS NOW OR SHOULD BE \PAR
COMPETENT AT THE INSTANCE OF THE DEFENDERS CALED IN
THE SAID ACTION OR ANY OTHER HEIRS\PAR
SUBSTITUTE UNDER THE SAID DISPOSITION AND DEED OF
TALZIE AGAINST THE SAID SIR JAMES\PAR
SUTHERLAND MACKENZIE AS HEIR IN POSSESSION BY
REASON OF HIS HAVING CONTRAVENED\PAR
OR OF HIS THEREAFTER CONTRVENING ALL OR ANY OF THE
PROHIBITIONS CONTAINED IN THE\PAR
SAID DISPOSITION AND DEED OF TAILZIE ALSO FOUND
DESCERNED AND DECLARED THAT THE \PAR
SAID SIR JAMES SUTHERLAND MACKENZIE HAD AND HAS
FULL RIGHT TO SELL THE WHOLE OR ANY\PAR
PART OF THE LANDS AND BARONY OF ROYSTON AND OTHERS
COMPREHENDED IN THE SAID\PAR
DEED OF ENTAIL AND THE SEVERAL SUMS OF MONEY AND
OTHERS THEREIN MENTIONED\PAR
INCLUDING AFORESAID SUM OF THREE THOUSAND THREE
HUNDRED AND NINETEEN POUNDS FIVE\PAR
PENCE AND ONE THIRD OF A PENNY AS SURROGATED AND
SUBSTITUTED THEREFOR\PAR
AND IN PARTICULAR THAT THE SAID SIR JAMES SUTHERLAND
MACKENZIE HAD AND HAS RIGHT TO SELL\PAR
THE SEVERAL SUMS BOND AND OTHERS THEREIN
ENUMERATED TO THE SAID EDWARD SUTHERLAND\PAR
AND THAT THE SAID SIR JAMES SUTHERLAND MACKENZIE HAD
PERFECT POWER AND SUFFICIENT TITLE\PAR
TO GRAND A VALID DISPOSITION ASSIGNATION AND
CONVEYANCE OF THE SAME TO THE SAID EDWARD\PAR
SUTHERLAND AND THE SAID EDWARD SUTHERLAND WAS
FOUND TO ACCEPT SUCH DISPOSITION AND\PAR
ASSIGNATION OR CONVEYANCE AND PAY THE STIPULATED

PRICE TO THE SAID SIR JAMES SUTHERLAND\PAR
MACKENZIE ACCORDINGLY AND FURTHER FOUND DISCERNED
AND DECLARED THAT BY GRANTING\PAR
SAID DISPOSITION AND ASSIGNATION OR CONVEYANCE TO
THE SAID EDWARD SUTHERLAND THE\PAR
SAID SIR JAMES SUTHERLAND MACKENZIE SHOULD NOT BE
LIABLE TO ANY FORFEITURE AT THE\PAR
INSTANCE OF ANY HEIR SUBSTITUTE IN SAID DEED AND
FURTHER FOUND AND DECLARED THAT THE\PAR
SAID SIR JAMES SUTHERLAND MACKENZIE AND HIS DISPONEE
OR ASSIGNEE ARE AND WERE \PAR
ENTITLED TO UPLIFT AND UPON PAYMENT DISCHARGE THE
SAID SEVERAL SUMS INCLUDING\PAR
THE SAID SUM OF THREE THOUSANT THREE HUNDRED AND
NINETEEN POUNDS FIVE PENCE AND\PAR
ONE THIRD OF A PENNY AND TO GRAND DISCHARGES
THEREFOR WHICH DISCHARGES SHOULD\PAR
BE VALID AND SUFFICIENT TO THE RECEIVERS TO ALL INTENT
AND PURPOSES WHATSOEVER\PAR
AND THAT THE DEBTORS IN THE SAID SEVERAL SUMS
THEREIN SET FORTH WERE BOUND\PAR
APON RECEIVING SUCH DISCHARGE RESPECTIVELY TO MAKE
PAYMENT OF THE SAID SEVERAL\PAR
SUMS AND OF ALL INTEREST DUE THEREON TO THE SAID SIR
JAMES SUTHERLAND MACKENZIE \PAR
OR HIS SAID ASSIGNEE AS THE SAID DECREE IN ITSELF
BEARS AND FURTHER CONSIDERING\PAR
THAT WE AS TRUSTEES FORESAID HAVE NOW ACQUIRED
RIGHT TO THE FORESAID BOND\PAR
AND SUMS OF MONEY THEREBY DUE AND INTEREST AND
PENALTIES THEREIN CONTAINED\PAR
CONFORM TO ASSIGNATION DATED 23/08/1851 MADE AND
GRANTED BY THE SAID SIR JAMES \PAR
SUTHERLAND MACKENZIE WITH THE SPECIAL ADVICE OF THE
SAID EDWARD SUTHERLAND\PAR
AND THE SAID EDWARD SUTHERLAND FOR HIMSELF HIS OWN
RIGHT AND INTEREST\PAR
AND THEM BOTH WITH ONE CONSENT TO AND IN FAVOUR OF
US THE SAID\PAR
ALEXANDER WATSON WEMYSS, ALEXANDER SMITH,
ALEXANDER KYD LINDESAY,\PAR
AND WILLIAM WOODCOCK AND MRS JEAN SMITH BAIN RELICK
OF THE SAID JOHN BAIN\PAR
AND JAMES BAIN FACTOR TO THE EARL OF ROSSLYN AT
DYSART BOTH NOW DECEASED\PAR
AS TRUSTEES FORESAID AND THE SURVIVORS OR SURVIVOR
OF US OR OF THE SURVIVORS OF US\PAR

AND NOW SEEING THAT HIS GRACE GEORGE GRANDVILLE
SUTHERLAND LEVESON GOWER \PAR
DUKE AND EARL OF SUTHERLAND KNIGHT OF THE MOST
NOBLE OF THE GARTER HAS MADE \PAR
PAYMENT TO US THE SAID ALEXANDER WATSON WEMYSS
ALEXANDER SMITH \PAR
ALEXANDER KYD LINDESAY AND WILLIAM WOODCOCK
SURVIVING AND ACCEPTING TRUSTEES \PAR
FORESAID OF THE SAID SUM OF THREE THOUSAND THREE
HUNDRED AND NINETEEN POUNDS \PAR
FIVE PENCE AND ONE THIRD OF A PENNY STERLING OF
WHICH WE HEREBY ACKNOWLEDGE \PAR
THE RECEIPT RENOUNCING ALL EXCEPTIONS TO THE
CONTRARY THEREFOR WE AS TRUSTEES \PAR
FORESAID IN CONSIDERATION THEREOF DO HEREBY SELL
DISPONE ASSIGN CONVEY AND \PAR
MAKE OVER TO AND IN FAVOUR OF THE SAID DUKE AND EARL
OF SUTHERLAND ALL AND \PAR
WHOLE THE AFORESAID PRINCIPAL SUM OF THREE
THOUSAND THREE HUNDRED AND \PAR
NINETEEN POUNDS FIVE PENCE AND ONE THIRD OF A PENNY
STERLING WITH ONE FIFTH PART \PAR
MORE OF LIQUIDATE PENALTY IN CASE OF FAILURE AND THE
LEGAL INTEREST OF THE SAID \PAR
PRINCIPAL SUM FROM THE TERM OF WHITSUNDAY EIGHTEEN
HUNDRED AND SIXTY AND \PAR
IN TIME COMING DURING THE NOT PAYMENT WITH ONE FIFTH
PART MORE OF THE SAID \PAR
INTEREST OF LIQUIDATE PENALTY FOR EACH TERMS FAILURE
IN PAYMENT THEREOF \PAR
WHICH PRINCIPAL SUM INTEREST AND PENALTIES ARE ALL
CONTAINED IN AND DUE \PAR
BY AND PAYABLE UNDER THE BOND ABOVE RECITED AS ALSO
WE DO HEREBY ASSIGN \PAR
CONVEY AND MAKE OVER FROM US AS TRUSTEES FORESAID
AND OUR FORESAIDS \PAR
TO AND IN FAVOUR OF THE SAID DUKE AND EARL OF
SUTHERLAND THE FORESAID \PAR
BOND ABOVE RECITED WITH THE WHOLE SUMS OF MONEY
PRINCIPAL INTEREST \PAR
AND LIQUIDATE PENALTY CONTAINED IN AND DUE THEREBY
WITH THE FORESAID \PAR
RETOUR OF THE SERVICE OF THE SAID SIR JAMES
SUTHERLAND MACKENZIE \PAR
AND THE AFORESAID CONTRACT OF SALE AND ALSO ALL THE
RIGHT AND INTEREST \PAR
OF THE SAID EDWARD SUTHERLAND UNDER THE SAME AND

ALSO THE AFORESAID\PAR
DECREE OF DECLARATION IN SO FAR AS THE SUMS OF
MONEY HEREBY ASSIGNED\PAR
AND CONVEYED AND ALSO THE AFORESAID ASSIGNATION BY
THE SAID SIR JAMES\PAR
SUTHERLAND MACKENZIE AND EDWARD SUTHERLAND IN
OUR FAVOUR AS TRUSTEES\PAR
FORESAID AND ALL THAT HAS FOLLOWED OR MAY BE
COMPETENT TO FOLLOW ON THESE\PAR
WRITS SURROGATING AND SUBSTITUTING OUR SAID
ASSIGNEES IN FULL RIGHT AND PLACE OF\PAR
THE PREMISES WITH FULL POWER TO HIM TO ASK MOVE AND
UPLIFT THE SUMS OF MONEY\PAR
PRINCIPAL INTEREST AND PENALTY HEREBY ASSIGNED AND
CONVEYED AND ON PAYMENT\PAR
TO GRANT DISCHARGE OR CONVEYANCES THEREOF EITHER
IN WHOLE OR IN PART\PAR
AND GENERALLY TO DO EVERYTHING IN THE PREMISES
WHICH WE AS TRUSTEES \PAR
COULD HAVE DONE BEFORE GRANTING HEREOF WHICH
ASSIGNATION AND CONVEYANCE \PAR
ABOVE WRITTEN OURSELVES AS TRUSTEES FORESAID AND
THE HEIRS AND REPRESENTATIVES \PAR
OF THE SAID JOHN BAIN TO WARRANT FROM ALL FACTS AND
DEEDS DONE OR TO BE DONE BY US \PAR
OR THEM IN PREJUDICE HEREOF AND WE HAVE HEREWITH
DELIVERED UP THE AFORESAID\PAR
BOND AND RETOUR AND EXTRACT OF THE SAID CONTRACT
OF THE SALE AND DECREE AND THE SAID\PAR
ASSIGNATION OUR ASSIGNEE BEING BOUND BY ACCEPTANCE
HEREOF HE BINDS HIMSELF\PAR
TO MAKE THE SAID RETOUR FURTHCOMING TO THE SAID SIR
JAMES SUTHERLAND MACKENZIE\PAR
AND THE SAID EDWARD SUTHERLAND OR SUCH OTHER
PERSONS AS MAY HAVE AN INTEREST\PAR
IN THE SAME ON A RECEIPT AND OBLIGATION FOR
REDELIVERY WITHIN A REASONABLE TIME AND\PAR
UNDER A SUITABLE PENALTY AND WE CONCENT TO THE
REGISTRATION HEREOF IN THE \PAR
BOOKS OF COUNCIL SESSION FOR PRESERVATION AND
THERETO CONSTITUTE OUR \PAR
PROCURATORS IN WITNESS WHEREOF THESE PRESENTS
WRITTEN ON THIS AND THE TEN\PAR
PRECEDING PAGES OF STAMPED PAPER BY COLIN MACKENZIE
APPRENTICE TO \PAR
JAMES HAY MACKENZIE WRITER TO THE SIGNET DECLARING
THE WORDS "OF CROMARTY"\PAR

TO BE INTERLINED BETWEEN THE TWENTY FIRST AND
TWENTY SECOND\PAR
LINES OF PAGE FIRST COUNTINGB FROM THE TOP BEFORE
SUBSCRIPTION ARE SUBSCRIBED\PAR
BY US THE SAID ALEXANDER WATSON WEMYSS ALEXANDER
SMITH ALEXANDER\PAR
KYD LINDESAY AND WILLIAM WOODCOCK AS SURVIVING AND
ACCEPTING TRUSTEES \PAR
OF THE SAID JOHN BAIN AT ST ANDREWS ON THE 28/4/ 1860
BEFORE THESE WITNESSES\PAR
GEORGE KIRK AND ALEXANDER MARJORIBANKS BOTH
APPRENTICES IN THE BANK OF SCOTLANDS\PAR
OFFICE AT SAINT ANDREWS.\PAR

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