

It is Contracted and Agreed between the parties following
namely George Dempster Esquire of Skibo heir of Entail in
possession of the Estate of Skibo On the One Part and
James MacIntosh Merchant at Clashmore in the Parish of
Dumock and County of Sutherland On the other Part that is to
say the said George Dempster in virtue of the power and facias
contained in the Entail of the Estate of Skibo and in considera-
tion of the yearly Rent-Duty and others aforementioned hath alienated
and disposed of and by these presents alienated and disposed of
the same to and in favor of the said James MacIntosh his
heirs and Assignees whomsoever heritably and irredeem-
ably All and whole that lot or piece of ground part of the Estate
of Skibo situated at Stipe or Clashmore in the Parish of Dum-
ock and Shire of Sutherland on which the said James Ma-
Intosh has recently erected a Dwelling House and which
lot or piece of ground is bounded as follows namely: On
the South by the Parliamentary Road along which it extend-
eth fifty-five feet westwards from the West end or Gable of the
Dwelling House erected on the lot of ground lately given
to Angus Matheson Blacksmith residing at Clashmore of
= 2 acres; On the West by a straight line measuring One hun-
dred and fifty feet from the said Parliamentary Road to
the Burn of Clashmorygael; On the North by the course

of the said Burn along which it extends from West to
Sixty-eight feet: And on the East by the March line of
lot of ground above mentioned lately feued to the said
Angus Matheson along which March lies it extends from
North to South that is to say from the said Parliament
Road to the said Burn of Clashmugach One hundred
and twenty feet and which lot or piece of ground being
as above contains in all Thirty Bolls, Fourteen Ells
thereby with freehold and entay to the said lot or piece
of ground hereby disposed in which lot or piece of
ground the said George Dempster binds and obliges
himself and his heirs of Tailey and successors in the
said Entailed Estate to infant and give the said
James MacIntosh and his executors to be holden
and under the said George Dempster and his above
written immediate lawful Superior thereof in fee for
fee and heritage forever for payment of the sum due

(and) — 3

George Dempster
Jas W McIntosh

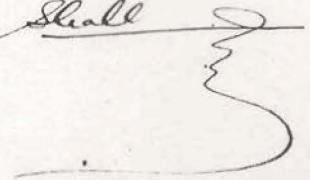
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and performance of the other prestations underwritten which the
Contract and lot of ground hereby disposed and inseverable
to follow hereupon the said George Dempster binds and obliges
himself and his foresaids to warrant to the said James Mac-
Intosh and his foresaids at all hands and against all mor-
tals as law wills and further the said George Dempster assigns
to the said James MacIntosh and his foresaids the rents
mains and Duties of the said lot or piece of ground hereby
disposed from ~~and after the Term of Martinmas~~ ~~Eighteen~~ hundred
and forty-nine which is hereby declared to have
been the Term of the said James MacIntosh entry thereto
notwithstanding the date hereof and in all time coming and
to warrant the same from his and their own facts and deeds
only and likewise to free and relieve the said James Mac-
Intosh and his foresaids of all kinds Duties ministered
Stipends and Schoolmasters Salary fees and other public
and annual burdens of the said lot of ground due at an
preceding the said Term of Martinmas Eighteen hundred
and forty-nine the said James MacIntosh and his foresaid
being obliged to pay the same in all time thereafter;
For which Causes and on the other part the said
James MacIntosh binds and obliges himself and his
heire Assignees and Successors to content and pay to
the said George Dempster his heirs of ~~and~~ ~~Succes-~~
~~sors in the said Entailed Estate or to any Factor authorized~~
and empowered or to be authorized and empowered by him
or them to uplift the same the sum of One Bound
ten Shillings Sterling in name of Due Duty for the said
lot or piece of ground and that at the term of Martinmas
yearly beginning the first years Rent at the term of Martin-
mas next Eighteen hundred and fifty for the year preceding
and so forth yearly in all time thereafter with a fifth
part more of Penalty in case of failure and the legal In-
terest of the said Due Duty from the said term of payment
until payment and further to pay the sum of One Bound

upon said summes made unto her and his foresaides remenant
Mails and Duties of the said lot or piece of ground hereby
despatched from ~~and after~~ the Term of Martinmas Eighteen
hundred and forty-nine which is hereby declared to have
been the Term of the said James MacIntoshes entry thereto
notwithstanding the date hereof and in all time coming ~~and~~
to warrant the same from his ~~and~~ their own facts ~~and~~ deeds
only ~~and~~ likewise to free and relieve the said James Mac:
Intosh and his foresaides of all Mails Duties ministered
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and annual burdens of the said lot of ground due at an
preceding the said Term of Martinmas Eighteen hundred
and forty-nine the said James MacIntosh and his foresaid
being obliged to pay the same in all time thereafter;
For which Cause and on the other part the said
James MacIntosh binds ~~and~~ obliges himself and his
heire Assignees and Successors to content and pay to
the said George Dempster his heire of Tailzie ~~and~~ Success
ors in the said Entailed Estate or to any Factor authorized
and empowered or to be authorized ~~and~~ empowered by him
or them to uplift the same the sum of One Bound
ten Shillings Sterling in name of Due Duty for the said
lot or piece of ground and that at the term of Martinmas
yearly beginning the first years Rent at the term of Martin
mas next Eighteen hundred and fifty for the year preceding
and so forth yearly in all time thereafter with a fifth
part more of penalty in case of failure and the legal In
terest of the said Due Duty from the said Term of payment
until payment ~~and~~ further to pay the sum of One Bound
ten Shillings Sterling upon the entry of each heire or singular
Successor to the said lot or piece of ground before dis
posed in name of Composition for an entry ~~and~~ that over
~~and~~ above the Due Duty of the year in which the entry
is made ~~and~~ which is hereby declared to be in full of
all the Superiors Claim for an entry ~~and~~ it is hereby pro
vided ~~and~~ declared that in case two years Due Duty
shall



George Dempster
John W. McIntosh

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I shall at one time be unpaid then this the Contract and Disposition shall fall and become null and void without Declaration or process of law to that effect: and a substantial dwelling house having been already erected upon the said lot or piece of ground which house is built of stone and lime and covered with slate the said James Macintosh binds and obliges himself and his executors to keep the same in good and sufficient repair and both parties bind and oblige themselves and their executors to implement and fulfil the premises to each other under the penalty of Twenty Pounds Sterling to be paid by the party failing to the party performing or willing to pay and observe the same over and above performance And both parties Consent to the registration hereof in the Books of Council and Session or other competent therein to remain for preservation and if necessary shall letters of warning on six days charge and all other legal execution may pass upon a Decree to be interposed here in usual forms and for that purpose constitute.

Moreover the said George Dempster desires any Notary Public to whom these presents may be presented to go to the said James Macintosh or his executors and have in fee farm fee and herbage of the lot or piece of ground above disposed of. In witness whereof these presents written upon this and the two preceding pages of due stamped Paper by Alexander Leslie Writer in Donegal are subscribed as follows namely:- By the said George Dempster at Glenside the Eighteenth day of October Eighteen hundred and fifty years in presence of the witnessed namely James Porter his Factor, and George Porter son of both residing at Balloosie; And by the said James Macintosh at Clarkmore the nineteenth day of October Eighteen hundred and fifty years in presence of the witnessed namely the said Alexander Leslie Writer hereof and William Robertson Innkeeper residing at Clarkmore.

3 Oct 1850

9 Oct 1850

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heirs and executors to implement and fulfil the premises to each other
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in fee farm fee and heritagage of the lot or piece of ground
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written upon this and the two preceding pages of the
Stamped Paper by Alexander Leslie Writer in Dornoch
are subscribed as follows namely:- By the said George
Dempster at Elpho-Castle the Eighteenth day of October
Eighteen hundred and fifty years in presence of the said Wit-
nesses namely James Forbes his Factor, and George Forbes Junr
both residing at Balnisdie. And by the said James MacIntosh
executed at Clarkmores the Nineteenth day of October Eighteen
hundred and fifty years in presence of the said Witnesses
namely the said Alexander Leslie Writer hereof and William
Robertson Innkeeper residing at Clarkmores.

8 Oct 1850

19 Oct 1850

Pat. Forbes Writer
Forbes and Wilkins
Fife Witness

William Robertson Writer

George Dempster
W. M. Suloch