

CONTRACT OF LEASE

between

SHERIFF EWEN STEWART, RODERICK  
HUGH MACKAY and DEREK WALKER  
MARTIN.

and

TRUSTEES FOR DORNOCH COMMUNITY  
ASSOCIATION with consent of  
DORNOCH BOY SCOUTS

Of Social Club Buildings,  
Schoolhill, Dornoch.

1980

Arthur & Carmichael,  
Solicitors,  
DORNOCH.

CONTRACT OF LEASE

BETWEEN

EWEN STEWART, Sheriff of the Sheriffdom of Grampian Highland and Islands at Dornoch, RODERICK HUGH MACKAY, 3 Skinner Place, Dornoch Member of Sutherland District Council for Dornoch and DEREK WALKER MARTIN, Chief Executive of the said Sutherland District Council and their respective successors as Sheriff, Councillor for Dornoch and Chief Executive of the said Sutherland District Council ex officiis hereinafter referred to as "the Lessors" of the First Part.

AND

Ex-Provost HENRY CLUNIE, 29 Macdonald Road, Dornoch Chairman, PETER GEOFFREY WILD, The Meadows, Dornoch Secretary and JOHN GORDON BRYDON BRYCE, Manager, Clydesdale Bank Limited, Castle Street, Dornoch Treasurer for the Dornoch Community Association and their respective successors as Chairman, Secretary and Treasurer of said Association ex officiis hereinafter referred to as "the Lessees" of the Second Part.

Whereas by Minute of Agreement (hereinafter referred to as "the said Agreement") between James Wright Forbes, Sheriff Substitute at Dornoch of the Sheriffdom of Ross and Cromarty and Sutherland, John Murray of Balloan, Dornoch, Provost of the Royal Burgh of Dornoch and John Sutherland, Town Clerk, Dornoch as Trustees for the inhabitants of the Royal Burgh of Dornoch and Dornoch Social Club and the Dornoch Boy Scouts dated Nineteenth and subsequent dates in July Nineteen hundred and twenty-nine the subjects comprising (First) All and Whole that piece of ground in the Royal Burgh of Dornoch, County of Sutherland extending to One thousand four hundred and fifteen and two-thirds square yards or thereby and (Second) All and Whole that piece of ground in the said Royal Burgh of Dornoch extending to Two hundred and ninety-seven square yards or thereby Imperial Measure vested in the said James Wright Forbes as Sheriff Substitute, John Murray as Provost of the Royal Burgh of Dornoch and John Sutherland as Town Clerk thereof and their respective successors in office as Trustees for the inhabitants of the Royal Burgh/



Burgh of Dornoch conform to Disposition by the Parish Council of the Parish of Dornoch in their favour dated First and recorded in the Division of the General Register of Sasines for the County of Sutherland (Book 66 Folios 59-61) on Twenty-fourth, both days of May Nineteen hundred and twenty-nine and now considering that in terms of the said Minute of Agreement the Dornoch Social Club and Dornoch Boy Scouts had the continued use and occupation of the foresaid subjects and that in such manner and way as they might determine except as further provided by the said Agreement and that so long as the said Dornoch Social Club and the said Dornoch Boy Scouts did not become defunct or fail to carry out their part or any part of the said Agreement and now seeing that the said Dornoch Social Club has become defunct and the said Dornoch Boy Scouts in consideration of their being assured of continuing to enjoy facilities and amenities in no way inferior to the facilities and amenities afforded to them under the said Minute of Agreement, by their execution of these presents, consent to the granting hereof therefore we the Lessors have agreed and do hereby agree to lease to the said Henry Clunie, Chairman, Peter Geoffrey Wild, Secretary and John Gordon Brydon Bryce, Treasurer and their respective successors in office as Trustees for the said Dornoch Community Association All and Whole the subjects First and Second hereinbefore referred to with all buildings, walls, gates and other erections thereon on the terms and conditions following, namely:-

- (FIRST)           The duration of the Lease shall be Thirty years commencing as at the First day of January Nineteen hundred and eighty.
- (SECOND)           No rent will be payable by the Lessees.
- (THIRD)           /

*Gwen Stewart*

- (THIRD) The Lessees will be entirely responsible for the whole maintenance and upkeep of the buildings, walls, gates, fences and lands of the subjects of let.
- (FOURTH) The Lessees will have power with consent of the Lessors to take down, rebuild, improve, extend or raise the levels of the buildings and other erections on the subjects hereby disposed and shall relieve the Lessors of all claims and liabilities in respect of the occupancy of the said subjects of let and/or alterations made to the same.
- (FIFTH) The Lessors will not unreasonably withhold an extension of these presents to the Lessees on receiving written notice to that effect by the Lessees not less than twelve months before the expiry of these presents.
- (SIXTH) In the event of the Lessees becoming defunct or failing to carry out their part or any part of these presents the Lessors may enter into possession of the subjects of let and utilise the same for the best interests of the inhabitants of the said Burgh the Lessors always reserving space and facilities in the subjects of let for the said Dornoch Boy Scouts so long as the said Dornoch Boy Scouts remain as an active part of the Boy Scouts Movement.
- (SEVENTH) /

*Wm Stewart*



(SEVENTH)

The terms of the said Agreement shall in so far as not hereby altered remain in effect and without prejudice to the foregoing generality Clauses Sixth and Seventh of said Agreement shall be imported into and form part of these presents. IN WITNESS WHEREOF these presents typewritten on this and the three preceding pages are, under declaration that the words "Community Association" in the Sixth line from the foot of Page Second hereof were typewritten on an erasure before execution hereof, executed as follows: They are subscribed by the said Sheriff Ewen Stewart at Dornoch on Eighteenth March Nineteen hundred and eighty before these witnesses John David McNaughton, Procurator Fiscal and Donald Macdonald, Sheriff Clerk both at Dornoch: They are subscribed by the said Roderick Hugh Mackay and Derek Walker Martin both together at Golspie on the day, month and year last mentioned before these witnesses Moira Mackenzie, Secretary and Lorna Mackay, Clerkess, both of District Offices, Golspie: They are subscribed by the said Henry Clunie, Peter Geoffrey Wild and John Gordon Brydon Bryce all together at Dornoch on Nineteenth March in the year last mentioned before these witnesses Miss Lynn Wilson Turner (subscribing her usual signature "Lynn Turner"), Bank Clerk and Miss Ann McArthur Grieve Mackay (subscribing her usual signature "A. Mackay"), Bank Officer, both with the Glydesdale Bank Limited, Dornoch: And they are subscribed for and on behalf of Dornoch Boy Scouts by Ernest James Stewart Michie, Scout Leader, "Briarfield", Dornoch, William Adamson Grieve, Assistant Scout Leader, Hilton, Dornoch and Mrs. Sylvia Cuthbert Lawry (subscribing her usual signature "S. Lawry"), Cub-Scout Leader, Dornoch all together at Dornoch on Twenty-fourth March in the year last mentioned before these witnesses Thomas John Galt, Head Forester and Mrs. Elizabeth Maude Keynes Phimister (subscribing her usual signature "E. M. Phimister") Clerkess, both with the Forestry Commission, Dornoch.

*John David McNaughton* Witness

*Donald Macdonald* Witness

*Moira Mackenzie* Witness

*Lorna Mackay* Witness

*Lynn Turner* Witness

*A. Mackay* Witness

*Ewen Stewart*

*Roderick Hugh Mackay*

*Derek Walker Martin*

*Henry Clunie*

*P. G. Wild*

*John Gordon Bryce*

*Thomas John Galt*