

*St. Margaret's
Dornoch*

I, THE MOST NOBLE GEORGE GRANVILLE SUTHERLAND, DUKE AND EARL of SUTHERLAND, Heir of Entail in possession of the Earldom and Estate of Sutherland and the Country of Reay, whereof the subjects hereinafter disposed are a part, considering that by Disposition and Deed of Entail dated the second and recorded in the Register of Tailzies on the sixth and in the Divisions of the General Register of Sasines applicable to the Counties of Sutherland, Ross and Cromarty, and Caithness for publication, and also as in the Books of Council and Session for preservation on the sixteenth, all days of September in the year Nineteen Hundred and Nine, granted by the deceased Most Noble Cromartie, Duke and Earl of Sutherland, my father, in favour of himself, whom failing to me and the other Heirs of Entail therein mentioned, of All and Sundry the Lordships, Baronies, Lands, Dignities and others therein particularly specified, comprehending the said subjects hereinafter disposed, I have inter alia full power to grant feus of any part of the said entailed lands in lieu of and in substitution for Building Leases already granted on the conditions and under the restrictions, limitations, and others therein and hereinafter expressed: and whereas by Lease dated the twenty-second day of November and twenty-eighth day of December, both in the year Eighteen Hundred and Sixty Seven and recorded in the said Division of the General Register of Sasines applicable to the County of Sutherland on the eighteenth day of April, Eighteen Hundred and Seventy entered into between His Grace George Granville William Sutherland Leveson Gower, K.G., Duke and Earl of Sutherland, the then heritable proprietor and Heir of Entail in possession of the said Entailed Estates on the one part and Mrs Alexandrina Rose Munro or Mackay, Postmistress, Dornoch, on the other part, the said George Granville William Sutherland Leveson Gower, Duke and Earl of Sutherland, as Heir of Entail foresaid let to the said Mrs Alexandrina /

Alexandrina Rose Munro or Mackay That lot of Building ground in the Royal Burgh of Dornoch therein described as measuring seven :one feet in front, sixty-one feet along the West side, sixty :eight feet along the North side and fifty-two feet along the Ea side; bounded as follows, videlicet, On the North by a house and garden in the occupation of John Mackay, on the South or front by the public street, leading to the Cathedral, on the East by a Public Roadway into Gilchrist Square and on the West by Dog Street, the duration of said lease being for ninety-nine years from and after the term of Whitsunday, Eighteen Hundred and Sixty Four and the rent thereunder five shillings per annum, during the first nineteen years of the said currency and ten shillings per annum during the remainder thereof, and that at the term of Martinmas yearly; Declaring that a part and portion of the said lot of building ground above described extending to One hundred and forty-eight square yards or thereby, with dwelling house thereon bounded on the West by Dog Street has been assigned as aftermentioned conform to Assignment thereof by the said Alexandrina Rose Munro or Mackay in favour of Alexander Leslie, Writer in Dornoch dated first June Eighteen Hundred and Seventy and recorded in the said Division of the General Register of Sasines, the twenty-first day of June Eighteen Hundred and Seventy One; AND WHEREAS, Mrs Elsie Muriel Johnstone or Wickham residing at "St. Michaels", Dornoch, has now right to that lot or piece of ground hereinafter dispoed contained in said Lease, her title thereto being recorded in said Division of the General Register of Sasines on the eighth day of May, Nineteen Hundred and Forty: AND WHEREAS the said Mrs Elsie Muriel Johnstone or Wickham has requested me to grant in her favour a feu right of the foresaid lot or piece of ground to which she has a recorded title as aforesaid /

aid, as in lieu and in substitution for her present title
or the said Lease and which title and right to said Lease she
is to renounce in my favour as Heir of Entail foresaid from and
after the term of Whitsunday, Nineteen Hundred and Fifty by a
Renunciation which is to be delivered of even date with the delivery
hereof, in consideration of my having agreed to grant these presents
in lieu thereof; Therefore, and in consideration of the foresaid
renunciation, and of the feuduty and other prestations after written,
and with and under the reservations, conditions, and real burdens
after specified, I do hereby sell, alienate, and in feu-farm dispone
to and in favour of the said Mrs Elsie Muriel Johnstone or Wickham
residing at "St. Michaels" Dornoch and her heirs and assignees
whomsoever, but declaring that these presents must be recorded in
the Register of Sasines, or Infefment passed thereon, within six
months from the date hereof, under pain of nullity, heritably and
irredeemably, ALL AND WHOLE that lot or piece of ground in the
Royal Burgh of Dornoch, extending to Two hundred and ninety-two
square yards or thereby, Imperial Measure, and bounded and measuring
as follows:- On the South by High Street along which it extends
Seventy-one feet six inches or thereby; On the West partly by
Dog Street (now known as Gilchrist Square) along which it extends
Twenty-three feet eleven inches or thereby; thence in an Easterly
direction, thence Northerly and again Easterly and again Northerly
by subjects belonging to Dornoch Golf Hotel Limited along which
successively it extends Nineteen feet two inches; Eight feet six
inches; Twenty-four feet six inches, and Twenty-five feet three
inches or thereby, respectively: On the North by subjects belonging
to John Alexander Grant, along which it extends Twenty-six feet ten
inches or thereby; and on the East by a road leading to Gilchrist
Square, along which it extends fifty-two feet or thereby all as
delineated and coloured red on the sketch annexed and signed as
relative /

S. A. Grant

relative hereto, which piece of ground is part of the said Earldom and Estate of Sutherland and the Country of Reay, and is situated in the Royal Burgh of Dornoch and County of Sutherland; and both parties are hereby declared to acquiesce in the measurements above stated, be the same more or less, and renounce all objections on account of any error or inaccuracy therein; Reserving always to me and my successors and assignees the whole fireclay, ironstone, freestone, limestone, and other fossils, metals, and minerals within the ground hereby disposed excepting always from the subjects hereby disposed all coal and mines of coal vested in the National Coal Board constituted by the Coal Industry Nationalisation Act 1946 and with full power to work, win, and carry away the same, and to do everything necessary for these purposes, I and my foresaids being bound to pay and satisfy all damages to the surface of the ground or buildings thereon that may be occasioned by any such workings as the same shall be ascertained by two arbiters mutually chosen or by an oversman to be named by the said arbiters in case of their differing in opinion; with entry as at the term of Whitsunday Nineteen Hundred and Fifty, notwithstanding the date hereof; TO BE HOLDEN the said subjects of and under me and the Heirs of Entail succeeding to me in the said Earldom and Estate of Sutherland and the Country of Reay, and our successors, as immediate lawful superiors of the same, in feu-farm, fee, and heritage for ever, paying therefor and performing as the said Mrs Elsie Muriel Johnstone or Wickham by acceptance hereof binds herself and her heirs, executors, and assignees (all hereinafter referred to under the designation of "the Feuars") to pay and perform as follows, videlicet, (First) The Feuars shall pay to me and my foresaids as superiors of the said ground hereby disposed the sum of Five /

pounds sterling of yearly feuduty (being not less than the
as now payable under said Lease) and that at the term of
Martinmas yearly, beginning the first term's payment at the
term of Martinmas Nineteen Hundred and Fifty, for the period
preceding the term of Whitsunday Nineteen Hundred and Fifty-one
and so on yearly thereafter at the term of Martinmas in all
time coming, with a fifth part more of the said feuduty of
penalty in case of failure in the punctual payment of the
same, and interest at the rate of five pounds per centum per
annum from the respective terms of payment during the not payment.
(Second) The Feuars shall be bound to maintain and have in all
time coming in good and sufficient repair on the subjects hereby
disponed buildings of the annual value of not less than double
the foresaid feuduty, and in particular the Feuars shall be bound
to paint and keep at all times sufficiently painted the timber
work of said buildings so far as exposed to the weather, and the
Feuars shall further be bound before making any new buildings or
any alterations on or additions to buildings which are or at any
time may be on said ground, to submit plans and specifications
of such new buildings or alterations or additions, and obtain
the approval thereof in writing of me or my foresaids or our
Factor for the time being. (Third) The Feuars shall be bound
to insure the buildings erected, or to be erected on the said
ground hereby disponed, in an established Insurance Office to
the amount of not less than three fourths of their cost, and
to keep up the Insurance so effected, and to exhibit, when
required, the receipt for the annual premiums to me and my
foresaids or our Factor for the time being, and in the event
of a fire the amount to be recovered under the Policy of
Insurance shall be applied pro tanto in making good the damage
occasioned /

Geo. Rossland

occasioned thereby. (Fourth) The Feuars are hereby prohibited from carrying on, or permitting to be carried on, upon the said ground or in the houses or buildings erected or to be erected thereon, any noxious or offensive trade, and, without the written consent of me or my foresaids, from distilling, selling or retailing any intoxicating liquors; and generally without prejudice to what is above written, the Feuars are prohibited from performing any work on the said ground hereby disposed or using the same for any purpose that may be a nuisance to the entailed Estate, the public, or the neighbourhood. AND IT IS HEREBY PROVIDED AND DECLARED that in case the Feuars shall fail in the fulfilment of the obligation to have and maintain buildings of the value and in the condition foresaid upon the ground hereby disposed, or shall fail in the fulfilment of the other provisions and obligations before written with reference to the said buildings or any of them, it shall be in the power of me or my foresaids, after giving one month's previous notice in writing, to cause the said obligations or any of them, to be fulfilled and carried into effect at the Feuars' expense, and the Feuars shall be bound to pay such expense on demand; And it is hereby further specially provided and declared without prejudice to the stipulations before written and to my right to enforce the fulfilment thereof, that in case the Feuars shall fail to fulfil, or shall contravene any of the conditions, provisions, or obligations hereinbefore written, then, in the option of me or my foresaids, these presents and all that shall have followed thereon shall ipso facto be null and void, and any act or deed of contravention shall be inoperative and ineffectual to all intents and purposes against me or my foresaids, and the ground hereby disposed and the whole buildings /

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buildings thereon, shall return and belong to me and my foresaids, without the necessity of any declarator or process of law to that effect, free from all burdens, without any claim for compensation on the part of the Feuars; which several obligations, provisions, declarations, restrictions, and others before written, are hereby declared to be real burdens upon and affecting the ground hereby disposed, and are appointed to be recorded in the appropriate Register of Sasines as part of these presents, or to be verbatim inserted in any Notarial Instrument to follow hereon, and also to be inserted in like manner or specially and validly referred to as accords of law in all future conveyances, transmissions, titles, and investitures of the said ground hereby disposed, or of any part or portion thereof, otherwise the same shall be void and null; And I assign the writs, but only so far as necessary to support this feu right, and for that purpose I oblige myself and my foresaids to make the said writs to the extent of a legal process forthcoming to the Feuars at their expense, on all necessary occasions, on a receipt and obligation for redelivery within a reasonable time, and under a suitable penalty; and I assign the rents, and I bind myself and my foresaids to free and relieve the Feuars of all feuduties and casualties payable to my superiors for the ground hereby disposed, now and in all time coming, the Feuars being bound to relieve me of all public, parochial, and local burdens of every description, from and after the said term of entry, and to pay all taxes which may be levied or imposed on the ground hereby disposed, or on the buildings erected or to be erected thereon; And I grant warrandice from my own facts and deeds only, but expressly excepting from said warrandice the said Assignment of part and portion of said subjects contained in said Lease and the whole purport and effect thereof; And I certify that the transaction hereby effected does not form part of /

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of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five Hundred Pounds: And I consent to Registration for preservation and execution. IN WITNESS WHEREOF these presents, typewritten on this and the seven preceding pages, together with relative Plan annexed are subscribed by me at Sutton Place, Near Guildford, Surrey on the Sixteenth day of December, Nineteen hundred and fifty before these witnesses Robert Thomas Gates, Financial Secretary, and Mrs Mary Mercy White or Mason, Secretary, both in my employment at Sutton Place aforesaid.

R. T. Gates

Mrs Mary Mercy White or Mason

Sutherland

Mary M. Mason. Witness

Register on behalf of the within named Mrs Elsie Muriel Johnstone or Wickham in the Register of the County of Sutherland.

Wm. J. Colman

Solicitors, Golspie,
Agents.

N O R T H
 23' 11"
 S T R E E T
 (DOG STREET - NOW KNOWN AS -
 GILCHRIST SQUARE.)

JOHN ALEXANDER GRANT

DORNOCH GOLF HOTEL, LTD.

A R E A

292 sq. yds.

71' 6"

H I G H S T R E E T

52' 0"
 ROAD TO GILCHRIST SQ.



S C A L E . $\frac{3}{4}$ " = 10 feet.

S. J. M. 1891

Messrs. Mackenzie & Mackenzie,
Solicitors, Golspie, Dornoch.



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11 MAR 1951

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FEU CHARTER

by

THE MOST NOBLE THE DUKE AND EARL OF
SUTHERLAND

in favour of

Mrs ELSIE MURIEL JOHNSTONE or
WICKHAM, "St. Michaels", Dornoch.

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1950.

Subjects: in Dornoch.

Entry: Whitsunday, 1950.

Feuduty: £5 Payable: Martinmas.

A.N. Macaulay & Co.,
Solicitors, Golspie.