

THE EARLDOM AND ESTATE OF SUTHERLAND
AND THE COUNTRY OF REAY.

F E U C H A R T E R

by

THE MOST NOBLE THE DUKE AND EARL OF
SUTHERLAND

in favour of

James Simon Macrae, Baker, Dornoch.

1944.

Subjects: Ground in Royal Burgh of
Dornoch.

Entry: Whitsunday 1944.

Feu-duty: £2:10/- Payable Martinmas

A. Boyd

- 2 SEP 1944

10-10-30

8 NOV 1944

3

Sutherland Lib 81 - 238 - 240.

A15/-

*A Macaulay & Co
Golspie*

*8/7/44
2/9/44*

up the Insurance so effected, and to exhibit, when required, the receipt for the annual premium and my foresaids or our Factor for the time being, and in the event of a fire the amount recovered under the Policy of Insurance shall be applied *pro tanto* in making good the damage thereby. *Fourth*, The Feuars are hereby prohibited from carrying on, or permitting to be carried on, upon ground or in the houses or buildings erected or to be erected thereon, any noxious or offensive trade, and the written consent of me or my foresaids, from distilling, selling, or retailing any intoxicating liquor generally without prejudice to what is above written, the Feuars are prohibited from performing on the said ground hereby disposed or using the same for any purpose, that may be a nuisance to the Estate, the public, or the neighbourhood. And in respect the boundaries of the subjects before disposed as set forth in the above description thereof are those in accordance with which possession is or to have been held in virtue of the said Lease it is hereby declared that these presents are granted without prejudice to the rights of adjoining proprietors and leaseholders and that my heirs and successors shall not be bound to warrant said boundaries and measurements except in a question with me or my foresaids.

AND IT

PROVIDED AND DECLARED that in case the Feuars shall fail in the fulfilment of the obligation to maintain buildings of the value and in the condition foresaid upon the ground hereby disposed, or in the fulfilment of the other provisions and obligations before written with reference to the said buildings of them, it shall be in the power of me or my foresaids, after giving one month's previous notice in the case the said obligations or any of them, to be fulfilled and carried into effect at the Feuars' expense the Feuars shall be bound to pay such expense on demand; And it is hereby further specially provided that without prejudice to the stipulations before written and to my right to enforce the fulfilment thereof in case the Feuars shall fail to fulfil, or shall contravene any of the conditions, provisions, or obligations hereby written, then, in the option of me or my foresaids, these presents and all that shall have followed thereof *ipso facto* be null and void, and any act or deed of contravention shall be inoperative and ineffectual to and purposes against me or my foresaids, and the ground hereby disposed and the whole buildings thereon 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; and all obligations, provisions, declarations, restrictions, and others before written, are hereby declared to be rescinded upon and affecting the ground hereby disposed, and are appointed to be recorded in the appropriate public Registers as part of these presents, or to be *reclatis* inserted in any Notarial-Instrument to follow hereof to be inserted in like manner of specially and validly referred to as records 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 secure the said right, and for that purpose I oblige myself and my foresaids to make the said writs to the extent necessary to progress forthcoming to the Feuars at their expense, on all necessary occasions, on a receipt and obligation of redelivery within a reasonable time, and under a suitable penalty; and I assign the rents, and I oblige myself and my foresaids to free and relieve the Feuars of all feu-duties and casualties payable to my superior or superiors on the ground hereby disposed, now and in all time coming, the Feuars being bound to relieve me of all parochial, and local burdens of every description, from and after the said term of entry, and to pay the same which may be levied or imposed on the ground hereby disposed, or on the buildings erected or to be erected thereon; And I grant warrantice from my own facts and deeds only; And I certify that the foregoing hereby effected does not form part of a larger transaction or of a series of transactions in respect of amount or value or the aggregate amount or value of the consideration exceeds Five Hundred Pounds sterling, and the two preceding pages, written so far as not printed by me, are subscribed by me and by the said Golspie the Eighth day of July Nineteen hundred and Forty before these Witnesses William George Davidson, Solicitor, and Thomas Adam, Factor, Sutherland Estates Office, Golspie