

11201
Sutherland, Lib: 35, - 62- 67

10 Mr @ 2/4 Mini: 5/- £1. 5/-

5 Oct 1905

FEU
Feu Charter

by
The Burgh of Dorwich
in favour of
Mrs. Annie Mackay

1905.

Subjects, Well St, Dorwich

Entry _____ Whits 1905.

Feudally _____ £ - 5/-

Payable _____ Mart's annually

H.M. Mackay, Solicitor
Toun. Clerk of Dorwich



We, the Provost, Magistrates, and Councillors of the Royal Burgh of Dornoch, as representing the whole body and community of said Burgh heritable proprietors of the subjects hereinafter disposed, Considering that upon the twenty first day of July Nineteen hundred and five years, we, pursuant to an Act of Council dated the sixth day of June Nineteen hundred and five years, exposed the lot or area of land hereinafter disposed to public roup and sale, by way of feu, in terms of certain Articles and Conditions of Roup and Sale, Subscribed by Hector Munro Mackay, Solicitor, Town Clerk of the said Burgh, on our behalf, and as duly authorised by us said authority having been duly given to him by us in Council assembled at Dornoch the said sixth day of June Nineteen hundred and five years; and which Articles and Conditions are dated the twenty first day of July Nineteen hundred and five years, and that Roderick Mackay, Dealer, Dornoch, being the only offerer for said lot or area of land, and having declared that he made the offer on behalf of his wife M^{rs} Annie Smith or Mackay, residing at Well Street, Dornoch, the said M^{rs} Annie Smith or Mackay was by the Judge of the Roup preferred to the purchase thereof, at the feuduty of Five Shillings Sterling per annum, all as the said Articles and Minute of Enactment and Preference thereon in themselves more fully bear; Therefore, and in consideration of the feuduty and other prestations aforesaid, written, and with and under the reservations, conditions, and real burdens aforesaid specified, we the said Provost, Magistrates, and Councillors do hereby Sell, and in feu farm Dispose, to and in favour of the said M^{rs} Annie Smith or Mackay, and her heirs and assignees whomsoever, heritably and irredeemably, All and Whole that lot or area of land in feu shown of Dornoch extending to square yards or thereby, lying on the north side of Well Street, measuring and bounded as follows, videlicet On the south or front by Well Street (said street being twelve feet eight inches wide, and the line of the front wall of the dwelling house on said lot or area of land being the boundary on that side) along which it extends forty two feet or thereby; On the north by the link (the northern boundary being a continuation of the line of back wall of the garden of William Munro, Quarryman, Dornoch) along which it extends forty five feet or thereby; On the west by a lane twelve feet wide separating the lot or area of land under description from the lot or area of land and dwelling house thereon belonging to or possessed by the said William Munro, along which it extends fifty two feet or thereby, and on the east by the link (the eastern boundary being a continuation north

Jas. Macfarlan, Provost.
Hector M. Mackay Town Clerk.

Five years before the presentment of registration the above was presented for registration at Edinburgh on the seventh day of August in the year One thousand nine hundred and five and is with each instrument of registration expressed on the 6th by and intervening folios of the Thirty fifth Book of the Division of the General Register of Sasines of the County of Moray.

J. Macfarlan
Provost

Page second.

north eastwards of the line of gable of house and arched street fronted,
occupied by lordow Campbell, and now fenced to Mrs Alexa Murray or Ross
along which the lot or area of land under description extends fifty two
feet nine inches or thereby; and which lot or area of land forms part of the
Burgh Lands of Dornoch, lying within the Burgh of Dornoch, and County
of Sutherland; Together with our whole right title and interest in the
dominium utile of said subjects; Reserving always to us and our
successors the whole freestone, fireclay, limestone, and other fossils
metals and minerals within the land hereby disposed, with full power
to work win and carry away the same, and to do everything necessary for
these purposes, we being bound to satisfy and pay all damage occa-
sioned thereby to the surface of the ground as the same may be fixed
by arbitration; And always with and under the real burdens, conditions,
provisions, and qualifications following videlicet (First) The feuar shall
be bound within the space of two years from the date of entry under
the presents to erect and complete buildings on the said land hereby
disposed, in so far as that has not been already done, the annual
value of which buildings shall not be less than double the feuduty,
and to have and maintain buildings of at least said value upon the
said land in all time coming in a good and sufficient tenantable
state of repair; Declaring always that the feuar shall not be entitled
to erect any buildings on said lot or area of land until our approval
of the site plan, and design thereof be first had and obtained; (Second)
The feuar shall be bound to insure the buildings erected or to be erected
on the said land hereby disposed 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 receipts
for the annual premiums to us or our Treasurers 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 thereby; and (Third) The feuar is hereby prohibited
from carrying on or permitting to be carried on upon the said land,
or in the houses or buildings erected or to be erected thereon, any noxious
or offensive trade, and from selling or retailing, or otherwise
using liquors thereon, and generally, without prejudice to what is above
written, the feuar is prohibited from performing any work of an
offensive nature on the said land hereby disposed, or using the
same for any purpose that may be a nuisance to the Burgh or
neighbourhood; And it is hereby provided and declared that these
presents must be recorded in the Registers of Sasines, or instrument
passed thereto, within six months from the date hereof under pain of
nullity;

James Macdonald, Notary.

Heiter M. Mackenzie, Clerk.

nullity; And it is hereby further provided and declared that, in case the feuars shall fail in the fulfilment of the obligation before written to have and maintain buildings of the value and in the condition before specified upon the land 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 our power, after giving one month's previous notice in writing, to cause the said obligations or any of them to be fulfilled or 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 our 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 before written, then, in our option, 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 us, and the land hereby disposed and the who's buildings thereon shall return and belong to us without the necessity of any declaration or process of law to that effect, free from all burdens, and 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 land 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 land hereby disposed, or of any part or portion thereof, otherwise the same shall be void and null; with entry as at the term of Whitsunday Nineteen hundred and five; notwithstanding the date hereof; To Be holden the said subjects before disposed by the said Mrs Anne Smith or Mackay, and her foresaids, of and under us, and our successors in office, as immediate lawful superiors thereof, in feu farm, fee, and heritage for ever; For payment to us and our foresaids, or to our Treasurer, at the time being, on our behalf, in our name, and for the use and behoof of the community foresaid, by the said Mrs Anne Smith or Mackay, and her foresaids, of the sum of Five Shillings Sterling, at the term of Martinmas yearly in name of feu duty, beginning the first term payment thereof at the term of Martinmas Nineteen hundred and five, as for the year from Whitsunday Nineteen hundred and five to Whitsunday Nineteen hundred and six, and so forth at the term of Martinmas in each year thereafter, with a fifth part more of each term's payment of liquidate penalty in case of failure in the punctual payment thereof, and the interest at the rate of Five pounds per centum per annum of the said feu duty from the respective terms of payment during the nonpayment of the

Jas. MacLachlan, Provost.

Herib M. Mackay Junelluk

the same; And we assign the writs, but to the effect only of maintaining and defending the right of the said Mrs. Annie Smith or Mackay and her foresaids in the subjects before disposed, and for that purpose we oblige ourselves and our successors to make the same, to the extent of a legal process, forthcoming to the said Mrs. Annie Smith or Mackay, and her foresaids, at their expense, on all necessary occasions, and that on a receipt and obligation to redeliver the same within a reasonable time and under a suitable penalty; And we assign the rents; And we bind ourselves and our foresaids to free and relieve the said Mrs. Annie Smith or Mackay and her foresaids of all feuduties and casualties, or sums of money in lieu thereof, payable to our superiors now and in all time coming, and of all public and parochial burdens exigible from us prior to said term of entry; And we warrant these presents from our own facts and deeds only, And we bind and oblige the said Burgh, and the whole body and community thereof, in absolute warrandice, but excepting always from the said warrandice any leases or missives of lease affecting said subjects; And we consent to the registration hereof; In Witness whereof these presents written upon this and the three preceding pages of stamped paper by Walter Mackay, Clerk to the said Hector Munro Mackay, are sealed with the common seal of the Burgh and subscribed by James Macfarlane, Provost and the said Hector Munro Mackay, Town Clerk, both of said Burgh in name and by appointment of us the said Provost, Magistrates and Councillors in Council assembled at Dornoch the first day of August Nineteen hundred and five years before, three witnesses Alexander Campbell, the Post Office, Dornoch and Duncan McGregor, Burgh Officer, Dornoch -

Alexander Wilson
Duncan McGregor Witness



Jas. Macfarlane, Provost.

Hector M. Mackay
Town Clerk.

Registered on behalf of Mrs. Annie Smith or Mackay residing at Well Street, Dornoch, in the Register of the County of Sutherland.

Hector M. Mackay, Solicitor, Dornoch Agent.