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Argyll

FEU CHARTER
by
THE TRUSTEES of the late TENTH DUKE
of ARGYLL
in favour of
MISS MARION MCGILLIVRAY

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*Argyll & Bannockburn
Clachan Dubh, Barrapool, Tiree.
Clachan Dubh, Barrapool, Tiree.*

1961
1961
Clachan Dubh, Barrapool, Tiree.

LINDSAY HOWE & CO., W.S.

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We, SIR GEORGE ILAY CAMPBELL of Succoth, Baronet, Crarae Lodge, Minard, Argyll, DAVID BLYTH BOGLE, Writer to the Signet, Edinburgh, The Most Noble IAN DOUGLAS CAMPBELL, Duke of Argyll, Marquess of Kintyre and Lorne et cetera, et cetera, Inveraray Castle, Argyll, The Most Honourable IAN CAMPBELL, elder son of me the said Ian Douglas Campbell, Duke of Argyll, and commonly called the Marquess of Lorne, and WALTER KENNEIL, Esquire of Ardpatrik, Argyll, the Testamentary Trustees of the Most Noble Niall Diarmid Campbell, Tenth Duke of Argyll, Marquis of Kintyre and Lorne et cetera acting under his Trust Settlement of Twenty eighth April Nineteen hundred and fifteen and two relative Codicils dated First June and Fourth September both Nineteen hundred and twenty three and his Trust Disposition and Settlement of Twenty eighth April Nineteen hundred and fifteen and one relative Codicil dated First June Nineteen hundred and twenty three all registered in the Books of Council and Session on Twenty ninth August Nineteen hundred and forty nine (we as Trustees foresaid being hereinafter referred to as "we the Superiors" or "us as "Superiors") IN CONSIDERATION of the payment of the feuduty and performance of the other prestations after written have sold and in feu farm Dispone to and in favour of MISS MARION MCGILLIVRAY, residing at Number Ten Barrapol, Isle of Tiree, Argyll (who and her heirs and successors are hereinafter referred to as "the Feuar") heritably and irredeemably ALL and WHOLE that piece of ground situated at Barrapol about Sixty feet south of the Balephuill-Heylipol Road in the Island and Parish of Tiree and County of Argyll extending to One hundred and thirty one decimal or one thousandth parts of an acre or thereby and bounded as follows: on all sides by Number Ten Barrapol along which it extends on the north Sixty eight feet or thereby, on the east Ninety one feet four inches or thereby, on the south Sixty eight feet or thereby and on the west Ninety one feet four inches or thereby: All as the subjects hereby/

REGISTERS OF SCOTLAND.
GENERAL REGISTER OF SASINES.
COUNTY OF ARGYLL.

Book 1074 Folio 295

Presented and Recorded on 23rd September 1961.

David Blyth Bogle
W Douglas

Argyll
W Kennil

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hereby disponed are edged in pink on the plan or sketch annexed and signed as relative hereto, together with (One) a right of access by a three feet wide track leading from the said road to a three feet wide gate on the north boundary of the piece of ground before disponed but the feuar shall be prohibited from fencing said track and she shall have no claim against us as Superiors for the maintenance of the said track (Two) a right to a water supply for domestic use only from a well sunk on the said piece of ground, but the quantity or quality of the said water supply is not hereby warranted, and (Three) a right to lay a drain at least Eighteen inches below the surface of the ground from the house on the said piece of ground to a septic tank erected or to be erected by the feuar outwith the boundaries of the subjects hereby disponed on a site to be approved by us as Superiors for the purpose of carrying away the sewage and rain water from the said house and a right of access to said drain and tank for the laying, repair or renewal thereof: But reserving always to us as Superiors power and liberty of a free access at all times to the ground hereby disponed for the purpose of opening repairing or renewing any water, drain or other pipes or others passing through or near the said ground and that at such time or times as we the Superiors shall consider necessary, we the Superiors paying for whatever surface damage may be caused by such operations as such damage shall be ascertained by two persons mutually chosen by us as Superiors and the feuar or in case of the Arbiters differing in opinion by an Oversman to be named by us as Superiors and the feuar or failing such nomination by an Oversman to be appoined by the Sheriff of Renfrew and Argyll and also reserving all mines and minerals of every description subject to the statutory provisions regarding coal: BUT ALWAYS with and under the burdens, conditions, stipulations, obligations and others following: (ONE) The Feuar shall be/

James H. Bell
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Argyll
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be bound to upkeep and maintain in good order and repair in all time coming on the piece of ground hereby disposed the dwelling house and relative offices already erected thereon or a dwelling house and relative offices of a similar character and description in substitution therefor and of the value of at least One Thousand Five Hundred Pounds: (TWO) The buildings erected or to be erected on the ground hereby disposed shall be constantly insured by the Feuar against loss by fire with some well established insurance company to the extent of at least One Thousand Five Hundred Pounds and the yearly premium receipts therefor shall be exhibited by the Feuar to us as Superiors or our Chamberlain or Factor if and when required at any time and in the event of the said buildings being damaged or destroyed the Feuar shall be bound to repair them forthwith or if necessary to erect in their stead and thereafter to maintain in thorough and complete repair and keep insured as aforesaid other buildings of similar character and description and of at least equal value; (THREE) No buildings other than those before specified shall be erected on the ground hereby disposed and no additions to the buildings erected or to be erected on the ground hereby disposed or alterations on the exterior fabric thereof shall be made without the consent in writing of us as Superiors or our Chamberlain or Factor; (FOUR) The Plans (including site plans) specifications and elevations of all buildings erected on the ground hereby disposed in terms of the provisions hereof shall be submitted to and approved of in writing by us as Superiors or our Chamberlain or Factor before the erection of the buildings is commenced; (FIVE) The subjects hereby disposed with the buildings erected or to be erected thereon shall be held and possessed as one subject and shall not be sold or subdivided in separate lots; (SIX) The buildings erected or to be erected on the ground hereby disposed shall be used and occupied as follows: the house as a private dwelling/

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dwelling house and relative offices by one family only and for no other purpose and the ground unbuilt on shall be used as garden or amenity ground only; The piece of ground hereby disposed and the buildings thereon shall not be used or occupied as a shop or tea-room; (SEVEN) The feuar shall be bound forthwith to enclose the ground hereby disposed in so far as not already done with good and substantial walls or stob and wire fences four feet in height with necessary entrance gate and to upkeep and maintain said walls or fences and gate in good order and repair in all time coming but she shall have no claim against us as Superiors in connection with said walls or fences or gate; (EIGHT) The Feuar shall provide for the proper drainage of the ground hereby disposed and the buildings erected or to be erected thereon and that to the satisfaction of us as Superiors or our Chamberlain or Factor and shall comply with all requirements of the Local Authorities regarding drainage, water supply, roads and buildings; (NINE) The Feuar shall compensate us as Superiors for loss, damage and disturbance caused by the erection of said buildings or walls or fences or in connection with said drainage and water supply; and shall settle all claims by tenants or occupiers of adjoining ground for any such loss, damage and disturbance; (TEN) Neither the piece of ground hereby disposed nor the buildings erected or to be erected thereon shall at any time be used in whole or in part for the display of advertisements or the erection of advertising hoardings or for the sale or manufacture of spirits or other excisable liquors or for any purpose whatever which may prove obnoxious to us as Superiors or to our property or to our feuars or tenants or for any purpose which may be deemed a nuisance or have a tendency thereto or injuriously affect the amenity of adjoining property or for any purpose whatsoever inconsistent with the provisions hereof, neither shall the Feuar be entitled to deposit any/

James H. Hall
W. M. Ogden

Argyll
W. Kennedy

any nauseous materials on the said piece of ground or track nor to lay any nuisance or incumbrance upon the adjoining ground or track: (ELEVEN) Dogs if kept shall be under proper control and fowls shall be kept close penned; and (TWELVE) It shall not be lawful or in the power of the Feuar to sell alienate or dispo[n]e the said piece of ground hereby dispo[n]ed and the buildings thereon or any part thereof to any person or persons or Company until she shall have first made a written offer to sell the same to us as Superiors at the like rate or price that may be offered by any other person or Company which offer we as Superiors shall be entitled twenty one days to accept or decline and the feuar shall not be entitled to sell the said piece of ground or buildings or any part thereof to any person or persons or Company under the price at which the same shall have been offered to and refused by us as Superiors without making a new offer at such reduced price in similar manner and subject to the like conditions: Declaring that if the feuar shall contravene or fail to implement any of the foregoing conditions, then and in any of these events, and notwithstanding any changes of ownership on either or both sides during or since the period or date of default, all acts and deeds of contravention and also this present feu right and all that may have followed thereon shall in the option of us as Superiors become void and null, without declarator or other process of law to that effect, any law or practice to the contrary notwithstanding and the Feuar shall forfeit all right and title in and to the said piece of ground and the buildings thereon which shall in that event revert to us as Superiors in like manner as if these presents had never been granted: and in addition the Feuar shall remain liable to us as Superiors for performance of the prestations incumbent on her under these presents prior to the date of such forfeiture; all which conditions, obligations, provisions, declarations and others hereinbefore written and the immediately/

Joseph B. Bell,
Atty. Gen.

Atty. Gen.
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mediately preceding and following irritant and resolute clauses are hereby created real and preferable burdens affecting the piece of ground hereby disposed and buildings thereon and are appointed to be set forth at full length in any notarial or other instrument or notice of title to follow hereon, and subject to Section Nine of the Conveyancing (Scotland) Act Nineteen hundred and twenty four to be set forth at full length or validly referred to in terms of law in all rights, transmissions and investitures thereof or any part thereof, otherwise the same shall be null and void and the Feuar shall forfeit her rights hereunder and the subjects shall revert as aforesaid: WITH ENTRY to the subjects hereby disposed on the Twenty eighth day of November Nineteen hundred and sixty one (notwithstanding the dates hereof): Which subjects hereby disposed are part of the subjects last vested in us the said Sir George Ilay Campbell and David Blyth Bogle and The Right Honourable Ralph George Campbell Baron Glyn of Farnborough in the County of Berks., M.C., as the then Trustees under the said Testamentary writings of the said late Tenth Duke of Argyll, our and his title thereto (in which the said Baron Glyn of Farnborough is named and designed Sir Ralph George Campbell Glyn Baronet of Farnborough Down, M.C., M.P., Ardington, Wantage, Berkshire) being recorded in the Divisions of the General Register of Sasines applicable to the Counties of Argyll and Inverness on Sixteenth October Nineteen hundred and fifty one and from whom we as Trustees foresaid acquired right by (one) Deed of Assumption and Conveyance granted by us the said Sir George Ilay Campbell and David Blyth Bogle and Baron Glyn of Farnborough in favour of ourselves and him, me the said Ian Douglas Campbell, Duke of Argyll and Michael Antony Christobal Noble residing at Strone, Cairndow, Argyll, dated the Seventh, Eighth and Eleventh and registered in the Books of Council and Session on Twentieth all days/

Sir George Ilay Campbell
David Blyth Bogle

Argyll
Inverness

days of June Nineteen hundred and fifty two (two) Minute of Resignation by the said Michael Antony Christobal Noble dated Twenty sixth August Nineteen hundred and fifty four and subsequent dates and registered in the Books of Council and Session on Twenty first September Nineteen hundred and fifty four, (three) Deed of Assumption and Conveyance granted by us the said Sir George Ilay Campbell, David Blyth Bogle and Ian Douglas Campbell, Duke of Argyll and the said Baron Glyn of Farnborough in favour of ourselves and him and us the said Ian Campbell and Walter Kenneil dated Twenty eighth September Nineteen hundred and fifty nine and subsequent dates and registered in the Books of Council and Session on Fourteenth October Nineteen hundred and fifty nine, and (four) Minute of Resignation by the said Baron Glyn of Farnborough dated Twenty sixth February and registered in the Books of Council and Session Seventh March both Nineteen hundred and sixty: TO BE HOLDEN the said subjects before disposed of and under us as immediate lawful Superiors thereof in feu farm fee and heritage for ever; Paying therefor to us as Superiors the sum of Four Pounds sterling in name of feuduty yearly and that by two equal portions at two terms in the year Whitsunday and Martinmas beginning the first payment at the term of Whitsunday (Fifteenth May) Nineteen hundred and sixty two for the half year preceding and the next payment at the term of Martinmas (Eleventh November) following for the half year to that term and so forth half yearly and termly thereafter in all time coming with interest on the said feuduty at the rate of five per centum per annum from and after the respective terms of payment during the nonpayment of the same: And we the Superiors assign the writs but that to the effect only of maintaining and defending the rights of the Feuar in the subjects hereby conveyed and for that purpose we the Superiors bind and oblige ourselves to exhibit the same to the Feuar on all necessary occasions, at the office of the Solicitors/

David Blyth Bogle
D. Bogle

Argyll
W. Kenneil

Solicitors in Scotland for us as Superiors, and that to the extent of a legal progress and at the Feuvar's expense; And we the Superiors assign the rents, and bind ourselves to free and relieve the Feuvar of all feuduties payable to our Superior now and in all time coming, the Feuvar being bound to free and relieve us as Superiors of all public, parochial and local burdens or assessments exigible for the period prior or subsequent to the said term of entry; And we the Superiors grant warrandice from our own facts and deeds only and so far as we can competently do so bind the Trust Estate and the beneficiaries interested therein in absolute warrandice: Further the Feuvar by acceptance hereof binds herself to pay the whole expenses of these presents including the expenses in connection with the relative plan and also within six months after the last date hereof to record the whole of these presents with a suitable warrant of registration in the appropriate Register of Sasines and to exhibit the Certificate of registration to us as Superiors or our Agents when required; And we the Superiors certify that the transaction hereby effected does not form part 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 Three Thousand Five Hundred Pounds: IN WITNESS WHEREOF these presents typewritten on this and the seven preceding pages are together with the plan annexed hereto subscribed by us the said Sir George Ilay Campbell, David Blyth Bogle, Ian Douglas Campbell, Duke of Argyll and Walter Kenneil, being a majority and quorum of the said Trustees of the late Tenth Duke of Argyll, all together at Inveraray Castle, Argyll on the Tenth day of November Nineteen hundred and sixty one before these witnesses Iain Chisholm MacLennan, Chamberlain of Argyll and Neil Edward McGugan, Chamberlain's Secretary, both Argyll Estates Office, Inveraray Castle, Argyll.

Iain Chisholm MacLennan
Neil E. McGugan, Witness

David Blyth Bogle
Walter Kenneil

REGISTER on behalf of the within named MISS MARION MCGILLIVRAY in the Register of the County of Argyll.

Manuel Waddell

Solicitors, Glasgow, Agents.

This is the Plan referred to in the foregoing Feu Charter
to Miss Marion MacGillivray.

CLACHAN DUBH - BARRAPOL

ISLE of TIRRE.

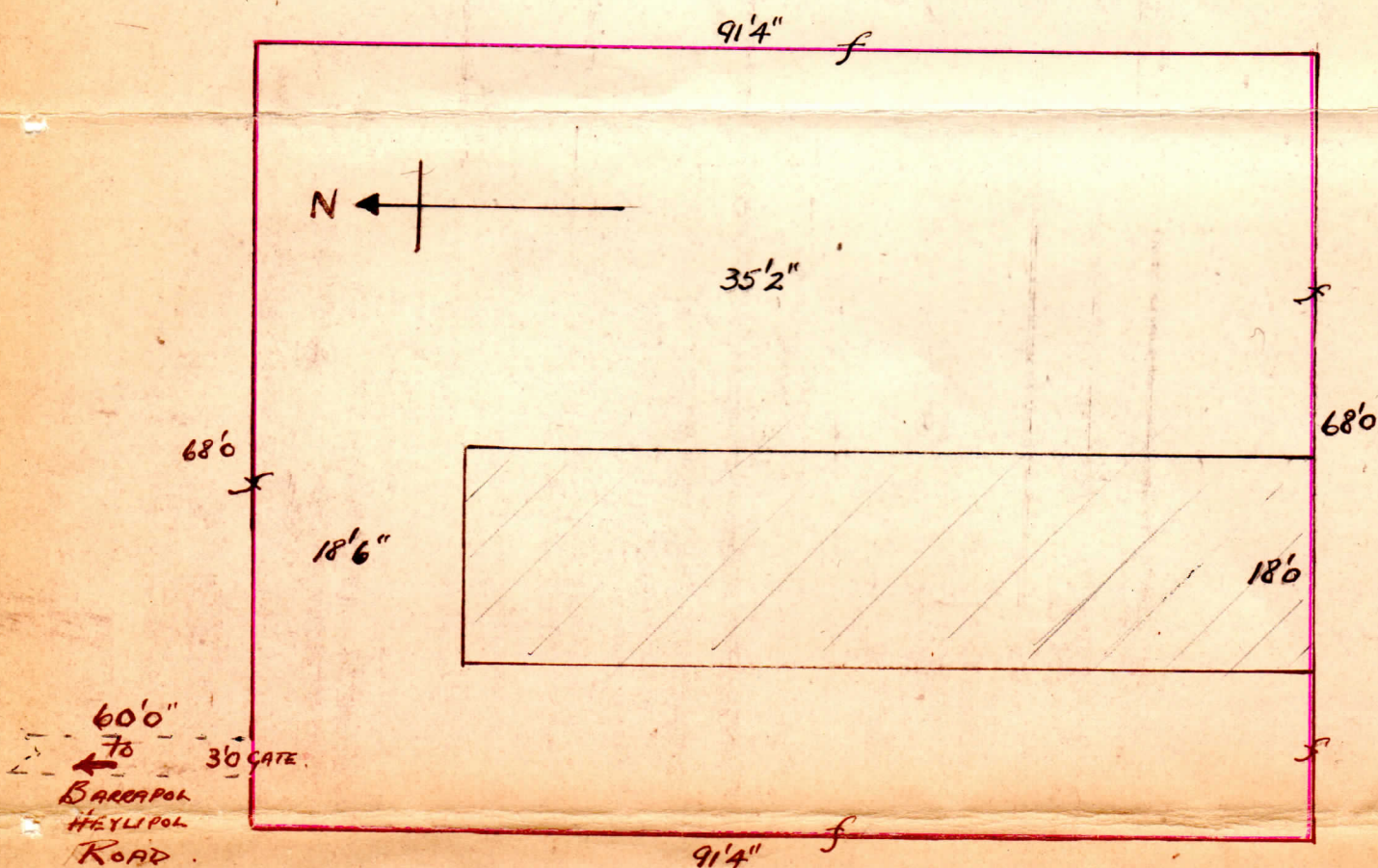
ARGYLL ESTATES OFFICE.

INVERARAY CASTLE.

INVERARAY.

C. Hunt. Aug 1961

SCALE $\frac{1}{16}'' = 1 \text{ FOOT.}$
AREA = 0.131 acres or thereby.



BARRAPOL N°10. on all sides

James F. Bell.
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