

Yew Charter

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Walter James Little Gilmour of Craig
millar and Liberton Esquire.

In favor of
Robert Lees

dated 7th Decr 1877
in presence of James Little Gilmour
1877

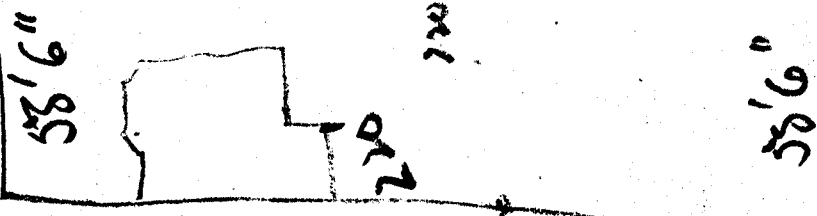
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Lot of ground in East Savie Road, West
Craigmillar Park.

Rent duty £11-16/-

Craigmillar

to Sabille Road.



1687 1877

179-1877

168 178

1877



I, Walter James Little Gilmour, of Craigmillar and Esquire, Heir of Entail in possession of the Entailed Lands and of Craigmillar and others, whereof the ground and others after disposal part and portion, Considering that upon the Fifth day of February hundred and seventy I presented a Petition to the Lords of Council Session, setting forth inter alia the power of granting Feus confer proprietors of Entailed Estates by the Acts Eleventh and Twelfth & Chapter Thirty six, intituled "an Act for the Amendment of the Law of Tail in Scotland," and Sixteenth and Seventeenth Victoria, Chapter I intituled "An Act to extend the Benefits of the Act of the Eleventh Twelfth Years of Her present Majesty for the Amendment of the Law in Scotland" and praying inter alia for authority to grant feus of the portions of my said Entailed Lands and Estate referred to in the said agreeably to the provisions of the said Acts thereanent; And that a steps of procedure following upon the said Petition I was inter alia used to grant Feus of certain lands and others whereof the ground after disposed are a part and portion, on the terms after specified, the form of these presents, conform to Act and Warrant of the 10th dated Twenty Third March Eighteen hundred and seventy; Therefor consideration of the Feuduty and others, and with and under the and restrictions and real burdens, after specified, I hereby sell alien in feu farm dispose to and in favor of Robert Le's, Surgeon Deen Edinburgh, and his heirs and assignees whomsoever (but excluding assignees these presents shall have been recorded in the Register of Sasines or the Investiture shall have been otherwise completed in the person of the said Lees under these presents, and declaring that these presents shall no valid Warrant for such Registration or other completion of the same after one year from the date hereof), heritably and irredeemably, (it hole that area or piece of ground measuring Two hundred and 10 decimal or one thousandth parts of an acre Imperial measure, part farm of Nether Liberton, and forming part of the Feuing Ground on an entailed Estate of Craigmillar, now called West Craigmillar Park, situate the Roads leading from Edinburgh to Liberton by Minty Street and (side respectively, which feuing ground is delineated on a General Feuing prepared by David Cousin, Architect in Edinburgh, October Eighteen and seventy three, which piece of ground hereby disposed is bounded South or South East by a new Street called East Davile Road, it extends Fifty eight feet six inches, on the East or North East feued to David Miller Dunlop, along which it extends Two hundred feet on the North or North West by the ground feued to Trusts The Royal Blind Asylum, along which it extends Fifty eight feet inches, and on the West or South West by the ground feued to

This Feuing with the consent of registration thereon, was presented for registration at Edinburgh on the twelfth day of May in the year one thousand eight hundred and seventy seven and is with said warrant of registration engraved in the 1554 & 178 and containing portion of the seven hundred and forty seventh statute of the Division of the General Register of Sasines applicable to the County of Edinburgh.

Walter James Little Gilmour

Depute Feuder

Trustees along which it extends Two hundred and twenty feet; It being hereby declared that both parties acquiesce in the measurements above stated be the same more or less and renounce all objections on account of any error therein; Together with the teinds parsonage and vicarage of the said piece of ground so far as I have right thereto; With the whole pertinents of the ground and others hereby disposed; Which ground and others hereby disposed are a part and portion of the Lands and Barony of Craigmillar, and are situated in the Parish of Liberton and County of Edinburgh; With entry at the term of Whitsunday Eighteen hundred and Seventy seven; To be holden the ground and others hereby disposed of and under me and my heirs and successors immediate lawful superiors of the same in feu farm fee and heritage for ever; For payment to me and my foresaids by the said Robert Lees and his foresaids the sum of Eleven pounds sixteen Shillings Sterling in name of Feuduty and that yearly at the terms of Martinmas and Whitsunday in each year by equal portions, beginning the first terms payment thereof at the term of Martinmas Eighteen hundred and seventy eight for the half year preceding, and the next terms payment at Whitsunday thereafter, and that in full of the first years feuduty (no feuduty being to be charged for the possession previous to Whitsunday Eighteen hundred and seventy eight, - but instead thereof the farmer of Five pounds three Shillings per acre) - and so forth half yearly thereat at the said two terms in all time coming; And paying the sum of Eleven pounds sixteen Shillings at the end of every period of nineteen years from and after the said term of entry over and above the feuduty for the year, With a fifth part more of each terms feuduty and of each nineteen years payment respectively of liquidate penalty in case of failure and interest at the rate of Five pounds per centum per annum from the respective term of payment thereof during the non payment; And these for all other burd exaction demand or secular service whatever which could be anyways exact from the ground and others hereby disposed or any part thereof in all time coming; But declaring that these presents are granted with and under the conditions and restrictions following Viz. First. That it shall not be lawful to the said Robert Lees or his foresaids to subfeu the ground hereby disposed, or any part or parts thereof, or to dispose the same to be hold of themselves, or of any other interjected Superior, but all disponees and successors of the said Robert Lees shall hold the same of and under me and my foresaids as their immediate lawful superiors thereof, and with and under the conditions and restrictions before and after written, and no otherwise but without prejudice to the granting of Securities in usual form, or to any other act or deed which shall not be inconsistent with the manner of holding hereby prescribed; Secondly. That the said Robert Lees and his foresaids shall be bound and obliged within the space of one year from

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said term of Whitsunday eighteen hundred and seventy seven, to
built upon the ground hereby disposed a double villa consisting of t
tached dwelling houses each of the value of not less than One th
with power to erect in connection with each of the said dwellin
or outhouses and greenhouse or garden house upon the ground at
but no Stable or Coach house, any buildings other than the dwelli
to exceed eighteen feet in height to the ridge of the roof measure
finished surface of the ground in front of the same, and not to
as dwelling houses, Declaring that the dwelling houses and oth
fore referred to (except any greenhouse or garden house) shall be
and line and shall have the roofs slated or partly covered wit
if approved of by the Superior, and shall be erected upon sites
to a plan or plans and with a description of stone and style
all to be approved of in writing by or on behalf of me or
before the buildings are commenced, And the dwelling houses to
aforesaid shall not be divided into flats, or otherwise for the ac
of more than one family nor shall they unless with the express
me or my foresaids previously obtained in writing exceed two .5
above the finished surface of East Savile Road with the addition
the slope of the roof if desired by the tenant; And no house o
ing or screen wall or fence shall be erected nearer to the edge
of East Savile Road than Twenty five feet, (the front areas being
vacant) measuring such distance from the outside of the parapet w
ioned; And declaring that the ground hereby disposed shall be div
two parts or portions of equal size, or as nearly so as possible,
for each dwelling house, conform to a line of division to be
by me and in case the said Robert Lees ^{or his foresaids} shall sell or dispose
the said parts or portions of the said ground hereby disposed
allocate thereon a proportion of the foresaid yearly feuduty and
payments corresponding to the proportion which the extent of su
shall bear to the extent of the whole ground hereby disposed
my foresaids shall, subject to the provisions hereinafter insert
to receive the disposers of the said Robert Lees or his foresaid
Vassals in the ground so sold or disposed for payment after
of the proportion so allocated of the foresaid yearly feudut
ten years payments so to be allocated on the ground so
disposed, and that upon a site or sites and according to
or plans description of stone and dressing to be approved of
as aforesaid by or on behalf of me or my foresaids, and af
disposer in the ground so sold or disposed shall have in
me or my foresaids as Superiors thereof, but not sooner, Provis
and declaring that I and my foresaids shall not be bound to
any allocation of the yearly feuduty or of the nineteen years fe

Allocation of
feuduty and
casualty?

aforsaid in case of any partial sale or Disposition whereby the seller or disponent shall retain or the purchaser or disponent shall hold a quantity of ground, whereof I am Superior less than one eighth part of an acre Imperial measure in Superficial extent; As also the said Robert Lees and his foresaids shall be bound to keep and maintain the buildings to be erected as aforesaid at all times in good and sufficient repair and to insure the same in an established Insurance Office to the extent of not less than three fourths of their cost, and to keep up said Insurance, and exhibit the receipts for the premiums to me and my foresaids or our Factor for the time being when required; And in the event of the said buildings or any of them being burned or taken down the said Robert Lees and his foresaids shall be bound at his or their own expense, to rebuild the same within the space of one year after their being so burned or taken down, and that on a site or sites and according to a Plan or Plans description of stone and dressing the same to be approved of by me or on behalf of me or my foresaids; Declaring that the mutual gable between the said two dwelling houses shall be maintained and rebuilt at the joint expense of the proprietors on each side; And provided always that no buildings except as before specified shall be erected upon the ground hereby disposed, and that the whole buildings thereon erected in conformity with the provisions beforementioned, shall be always appropriated to and for the uses and purposes of two dwelling houses and offices thereof, and not in any way or for any purpose inconsistent therewith, and the ground unbuilt on shall be used exclusively for gardens or for planting or as pleasure grounds and shall be dressed and maintained in good order accordingly unless a deviation from this provision shall be specially authorized in writing by me or my foresaids; And without prejudice to the foresaid general stipulations the said Robert Lees and his foresaids shall not be entitled to erect or form or use upon the ground hereby disposed, any Cow house or pig house or any tan work brewery distillery or Steam Engine or any work shop or yard for masons plasterers wrights smiths cooperers weavers or candle makers or crackling houses or slaughter houses nor to permit any such occupation or any chemical works or any manufacture to be carried on upon the ground hereby disposed nor to erect or open or keep a shop for the sale of goods, or a hotel or public house, nor shall any buildings erected or to be erected on the ground, be used for any purpose which may reasonably be deemed a nuisance; Thirdly - That it shall not be lawful to the said Robert Lees or his foresaids to lay down any nuisance or encumbrance of any description upon any road or other work formed or to be formed or acquired by me or my foresaids for the use of our Heuans or on any public road; Fourthly - That the Trustees of the Royal Blind Asylum having in terms of the Heu Charter

by me in their favor erected on the North and West boundaries of the ground hereby disposed stone and lime walls averaging fourteen inches in thickness and seven feet in height from the surface of the adjoining ground with dressed stone coping and the said David Miller Dunlop having erected in terms of his charter a similar wall and cope on the East boundary, except for a space of Twenty five feet North from East Savile Road on which space he has erected a parapet wall six inches in height above the finished surface of the front area with an iron railing or wire fence not exceeding five feet high to be kept always open; the said Robert Lees and his foresaids shall be bound to pay to the said Trustees, and to the said David Miller Dunlop, respectively, one half of the cost of erecting the fences between their respective grounds and the ground hereby disposed; And further the said Robert Lees and his foresaid shall be bound before the expiry of the foresaid time for building to erect upon the South boundary of the ground before disposed with the exception of gate spaces a parapet wall of stone and lime having a neat hewn cope and not exceeding an average of Two feet high with an iron railing four feet high, the pattern of the iron railing and of the entrance gate or gates to be approved of by or on behalf of me or my foresaids; which parapet and railing shall be rounded off at the west termination thereof so as to join the stone pillar erected by the said Trustees; as also the said Robert Lees and his foresaids shall be bound to erect on the division line between the two parts or portions of the ground hereby disposed fences similar to those erected by the said David Miller Dunlop on the east boundary except that the fence to the north of the dwelling houses may consist of a parapet and railing instead of a wall; Declaring that the said Robert Lees and his foresaids shall be bound to maintain and keep in good order and repair in all time coming the whole fences surrounding and subdividing the ground hereby disposed reserving their relief against an adjoining feuar for one half of the expense of a mutual fence but declaring that in no circumstances shall any such claim of relief be competent against the Superior whether the adjoining ground be feued or not, And declaring with reference to the property and maintenance of the fences before mentioned as between feuars, That all the fences before mentioned, excepting the fence on the South boundary of the ground hereby disposed, have been ^{and shall be} erected one half of the breadth or thickness thereof on each side of the boundary or division line, and shall be mutual fences the joint property of and to be maintained at the joint expense of the Feuars or proprietors adjoining respectively and that the fence on the south boundary of the ground hereby disposed shall be erected wholly upon the said ground and shall be the sole property of and be maintained at the sole expense of the said Robert Lees and his foresaids; And declaring that no building shall be erected on mutual walls or the height of such walls increased without the consent of the Superior and of all parties

under

mutual

interested, but reserving liberty to any adjoining proprietor with the consent of the Superior to undermine a mutual wall for the purpose of terracing his ground but always at his own expense unless and until the adjoining proprietor shall also terrace his ground, when the adjoining proprietor shall pay one half of said expense; Fifthly - That I having formed for the accommodation of the said Robert Lees and his foresaids and other Tenants a portion of the eastmost Main drain in West Craigmillar Park, shown on the General Sewing plan before mentioned, and the said Robert Lees having paid to me the sum of Nineteen pounds two shillings and ten pence as his proportion of the expense thereof as instructed by an Account or Allocation under the hand of the said David Cousin, I hereby reserve full power to myself and my foresaids from time to time to assess the said Robert Lees and his foresaids and whole other Tenants using the said Eastmost main drain (including whole branch main drains thereof) so far as completed, or any part thereof that may be repaired at the time, for payment of the expenses of upholding and maintaining the said main drain (including as aforesaid), or any such part thereof, in proportion to the superficial areas of their respective lots, which expenses so far as disbursed by me or my foresaids, as instructed by an Account or Allocation under the hand of John Leoselo, Architect, Edinburgh, or other Architect appointed by me or my foresaids, or of my Factors for the time, shall be payable by the said Robert Lees and his foresaids to me and my foresaids at the first term of Martinmas after the same is disbursed with interest at the rate of Five pounds per centum per annum from the date of disbursement till paid; And further declaring that the said Robert Lees and his foresaids shall be entitled and shall be bound as soon as required by me or my foresaids to lead into the said main drain at their own expense in such course as I or my foresaids may appoint a sufficient private drain from the dwelling houses to be erected as aforesaid, always closing and adjusting the junction of the said private drain with the main drain, so as to leave the main drain perfectly tight and in good order, and restoring the ground through which the said private drain shall be conducted to its former condition after the same shall be laid, and paying all surface damages caused by their operations, which private drain the said Robert Lees and his foresaids shall be bound to keep in perfect and complete repair in all time coming, reserving always to me and my foresaids full power to keep the said private drain in repair at the expense of the said Robert Lees and his foresaids in case they shall fail to do so themselves when required; And it is hereby declared that I and my foresaids shall be entitled to the joint use of the foresaid main drain along with the said Robert Lees and his foresaids and such other Tenants and Tenants on the Estate of Craigmillar as shall obtain from me or my foresaids the privilege of using the same, which privilege we shall have power to grant at our pleasure; And further

the said Robert Lees and his foresaids shall be bound to allow the party whom I or my foresaids may give right to use the said main drain to private drains into the same through the ground hereby disposed, as at allow such parties access when necessary to repair such private drains declaring that such private drains shall not be carried under any dwelling house erected on the said ground, the said Robert Lees and his foresaids entitled to receive payment from such parties of the damage which he or they sustain in connection with the making or repairing of said drains through in the ground hereby disposed; Sixthly. That I having formed the carriage way of East Savile Road to the extent of excavating the same, and laid with broken stones or rough metal, and the said Robert Lees having repaid me the sum of fourteen pounds five shillings as the proportion of the cost of so forming the said carriage way corresponding to the extent of whole of the portion thereof adjoining the piece of ground hereby disposed so far as said portion adjoins on the other side the South end of a new Street leading south from East Savile Road, and of the one half of the piece of ground hereby disposed of said portion so far as it adjoins the other side ground proposed to be fenced or the footpath to be formed alongside of said ground, the said Robert Lees and his foresaids shall be bound hereafter when required to repay to me or my foresaids a proportion corresponding to the same extent of carriage way of the expense to afterwards incurred of finishing the said carriage way with road metal that according to an account or allocation authenticated by the said John or as aforesaid; And also the said Robert Lees and his foresaids shall be bound to keep the extent of the said carriage way before specified in order and repair in all time coming; And further the said Robert and his foresaids shall be bound before the completion of buildings to form on the north side of East Savile Road adjoining the ground hereby disposed a footpath seven feet wide and dressed with stone setts and a sufficient water channel or gutter and to maintain the same in order and repair in all time coming, as also the said Robert Lees and his foresaids shall be bound to repair East Savile Road, after the carting for the said double will be finished to the satisfaction of the said John Lessels or other Archt as aforesaid, or to pay to me or my foresaids two pounds ten shillings for that purpose; And Seventhly. That the expenses of forming and enclosing and thereafter of maintaining and repairing the various enclosed portions of ornamental ground and planting which shall not be included in any of the fees, and the bowling green and roads thereto, also such portions of roads and footpaths thereof as are to be enclosed and planted on both sides, all shown on the General Feuing plan before referred to, in so far as I or my foresaids may think fit to carry out these provisions of the Feuing Plan (with the exception of the central pleasure ground and planting in the central division of the Feuing Plan in which

pleasure ground is laid out) I and my foresaids deciding what repairs may be necessary from time to time on the before mentioned enclosures and others, shall be repaid to me and my foresaids by the whole of the Tenars of the ground included in the Teuing Plan the payment due by each Tenuar being assessed upon him in the proportion which the superficial area of his ground shall bear to the whole extent of Teuing ground included in the said Teuing Plan and being exigible at the term of Martinmas after such expenses shall have been disbursed by me or my foresaids; with interest at the rate of Five pounds per centum per annum from the date of disbursement; as the same shall be ascertained by an account or Allocation authenticated by the said John Lessels or as aforesaid and the said Robert Lees and his foresaids shall accordingly be bound and obliged to repay to me and my foresaids the proportions of such expenses to be assessed on the ground hereby disposed; And it is hereby specially provided and declared that in case the said Robert Lees or his foresaids shall fail in the fulfilment of the obligation to erect and complete the double villa consisting of two dwelling houses before mentioned of the value before specified, upon the ground hereby disposed, or to renew the same if destroyed by fire or other accident or taken down as aforesaid within the respective periods allowed as aforesaid for building or renewing the said dwelling houses, it shall be in the power of me or my foresaids at the end of the said respective periods to declare these presents to be void and null and to resume and take possession of the said ground and whole buildings thereon in like manner as if these presents had never been granted, and moreover in case of such failure the said Robert Lees and his foresaids shall be liable to pay to me or my foresaids the sum of One hundred pounds in name of damage in respect of the failure to erect or renew the said dwelling houses as aforesaid, and in like manner in case the said Robert Lees or his foresaids shall contravene any of the other conditions provisions and obligations hereinbefore written then not only shall every act or deed of contravention with all that has followed or is competent to follow thereon be void and null and of no force or effect, but also in the option of me and my foresaids these presents and all that shall have followed thereon shall ipso facto be void and null and the ground hereby disposed and whole buildings thereon shall return and belong to me and my foresaids without the necessity of any declarator or process of Law for that effect, but without prejudice to the rights and interests of bona fide heritable creditors in rights obtained and perfected before such contravention shall take place; And further and without prejudice to the incidents and powers of forfeiture herein reserved to me and my foresaids it is hereby declared that in case the said Robert Lees or his foresaids shall fail in the fulfilment and observance of the provisions and obligations before written in reference to the dwelling houses and other buildings or the enclosing walls and fences to be erected and

maintained as aforesaid, or any of them, or as to the formation and main of the foresaid private drain road footpath and water channel it shall be power of me or my foresaids after giving one weeks previous written notice in case of the private drain footpath water channel and road and one months such in the case of the dwelling houses or other buildings walls and fences to cause said obligations or any of them, to be fulfilled and carried into effect at the cost of the said Robert Lees or his foresaids who shall be bound to pay the amount demand; Which several conditions obligations provisions declarations restrictions others before written are hereby declared real burdens upon and affecting the ground hereby disposed, and are appointed to be verbatim inserted in any Notarial instrument to follow hereon and to be inserted in like manner or specially effectually referred to as accords of law in all future Conveyances Instruments Sasines and other transmissions instruments and investitures of the said ground or any part or portion thereof otherwise the same shall be void and null; Do always with reference to the remainder of the ground contained in the said Feuing Plan that I and my foresaids shall be entitled to alter modify or de from the same and to feu or use or dispose of the said ground in any way we shall think proper, and that nothing contained in these presents shall impose restriction upon our use or disposal of the said ground; And I Assign Writs, in so far as necessary to support this feu right and oblige myself the expense of the said Robert Lees and his foresaids to make the same, to extent of a legal process, forthcoming when required on a receipt and oblig for redelivery within a reasonable time and under a suitable penalty; And Assign the rents for the possession of the said piece of ground subsequent the term of entry of my said disposal; And I Bind myself and my foresaids free and relieve the said Robert Lees and his foresaids of all feuduties casualties public burdens due and payable at and prior to the foresaid term of entry; - I grant Warrandice; And I consent to the registration hereof for present and execution; In Witness Whereof these presents written on this the eight preceding pages by John Lauder More Nisbett, Apprentice William Wilson and Ralph Dundas, Clerks to the Signet, Edinburgh (the following words being added by interlineation before subscription the words "or his foresaids" between the words "Lees" and "shall" in the seventh line of the third page, and the words "and shall be" between the "been" and the word "erected" in the thirty fifth line of the fifth page) are subscribed by me at London the seventh day of May Eighteen hundred seventy seven, before these witnesses William Payne, my Valet and Alfred my footman.

Mund...

William Payne

Alfred Brown Witness

W. H. Wilson

Register on behalf of Robert Lees within designed Jurisdiction in Edinburgh and residing at Number Three Bonnie Edinburgh in the Register of the County of Edinburgh