Feu Charter

by

James Little Gilmore of Craigmillar and Liberton Esquire.

In favor of

Robert Lees

Date of Kinsley Proposal

1877

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

Feudity £11 16s.
J. Walter James Little Gilmore, of Craigmillar and
inhabitants of the lands of Craigmillar and t
elsewhere, whereas the ground and other
part and portion, Considering that upon the first day of
written and entered as a Petition to the Lords of Our
Session, setting forth inter alia the power of granting 2
proprietary of said estate by the Acts entitled and
Chapter 1, intitled "An Act for the Amendment of the Act
in Scotland," and Sixteenth and Seventeenth Viclas, Chapter 9
intitled "An Act to extend the Bounds of the Act of the
Second Year of Her present Majesty for the Amendment of the
in Scotland" and praying inter alia for authority to grant jaws of the
portions of my said estate and estate referred to in the act
accordingly to the provisions of the said Acts aforesaid; and that
steps of procedure following upon the said Petition I am requested
used to grant jaws 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 a
dated Twenty Third March Eighth hundred and Seventy; Therefor
consideration of the Sum and others, and with and under the
and restrictions and said burdens after specified & hereby done &
in perform deshove to and in favor of Robert Le Sudigues of
Edinburgh, and his heirs and assigns whatsoever but excluding any
these presents shall not have been recorded in the Register of Seals or th
Instruments shall have been otherwise completed in the season of the sa
days under these presents, and declaring that these presents shall be
valid Warrant for such registration or other completion of the act
after one year from the date hereof, hereby and irreversibly, &
hole that area or piece of ground measuring Two hundred and
30 acres or one thousandth parts of an acre, Imperial measure, in
form of a three, and forming part of the ensuing ground on a
entitled estate of Craigmillar, now called West Craigmillar, and
borders leaving for Edinburgh, by Stret East and 1
side respectively, which piece of ground is delineated on a plan &
prepared by David Brown, Architect in Edinburgh, October eight
and seven this, which piece of ground hereby disposed is bounded
South or South East by a one street called East Kinnaird Road, a
it extends thirty eight feet six inches, on the East or North East
land to David Brown, along which it extends Two hundred,
but on the North or North West by the ground joined to Vren
The Royal Blind Asylum, along which it extends fifty eight f
inches, and in the West or South West by the ground joined to
Trustees along which it extends five 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 thirds, parvagio and virago of the said piece of ground so far as I know right thereof, with the whole parcel and the said ground and areas hereby disposed of, which ground and areas hereby disposed of 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 town of Whitunday eight hundred and seventy score, to be held, the ground and areas hereby disposed of, and under me and my heirs and successors, immediate lawful succesors of the same in free form free and heritage for ever, for payment to me and my successors by the said Robert Leis and his successors, the sum of Eleven pounds sixpence Shillings Sterling in name of a deed and that yearly at the terms of Martinmas and Whitunday in each year by equal parts, beginning the first term payment thereof at the term of Martinmas eight hundred and seventy eight for the half year preceding, and the said terms payment at Whitunday thereafter, and that in full of the first year's payment as herein being to be charged for the possession previous to Whitsunday eight hundred and seventy eight, but instead thereof the sum of Five pounds three shillings sixpence, and so forth half yearly thereat the said two terms in all time coming. And paying the sum of Eleven pounds sixteen Shillings at the end of every period of seventy years from and after the said term of entry ever and above the payment for the year. With a fifth part more of each term payment and of each ninth year's payment respectively of liquidate penalty in ease of failure and into the rate of Five pounds sixpence per annum from the respective term of payment thereof during the said payment. And those for all other words execution demand or secular service whatsoever which could be anyways excert from the ground and areas hereby disposed of 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 Leis or his successors to subdivide the said ground and areas hereby disposed of any part or parts thereof, or to dispose the same to be let of themselves, or of any other interested Suspiror, but all dispositions and sences of the said Robert Leis shall hold the same of and under and my successors as their immediate lawful succesors thereof, and with all under the conditions and restrictions before and after written, and no otherwise, but without prejudice to the granting of Securities in usual form, or any other act or deed which shall not be inconsistent with the same of holding hereby prescribed. Secondly, that the said Robert Leis and his successors shall be bound and obliged within the space of one year from
afresaid in case of any partial sale or disposition whereby the seller or donor shall retain on the purchaser or donee shall hold a quantity of ground, whereof I am superior less than one eighth part of an acre measured in superficial extent, as also the said Robert Lee and his foresaid shall be bound to keep and maintain the buildings to be erected or open at all times in good and sufficient repair and to insure the same on an established insurance office to the extent of not less than the fourths of their cost, and to keep the said insurance and exhibit the receipt for the premiums to me and my foresaid on 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 Lee and his foresaid shall be bound at his 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 of same and description of same to be approved by me or my behalf or my own foresaid, declaring that the mutual gable between the said two dwellings shall be maintained and rebuilt at the joint expense of the proprietors on each side, and provided always that no buildings erected hereafter specified shall be erected upon the grounds hereby disposed and that the whole buildings therein erected in conformity with the premises aforementioned, shall be always appropriated to and for the uses and purposes of — two dwelling houses and offices thereon and not in any way or for any purpose inconsistent therewith, and the ground unobstructed, shall be used exclusively for purposes or for planting on no other grounds and shall be divided and maintained in good order accordingly unless a deviation from this provision shall be specially authorised in writing by me or my foresaid, and without prejudice to the foresaid general stipulations the said Robert Lee and his foresaid shall not be entitled to erect or form or use upon the ground hereby disposed, any cow house or pig house or any tallow, tallow distillery or steam engine or any other shop or yard for masons plasterers, smiths, carpenters, weavers or others, makers or mending houses or slaughtering houses or any other nuisance or any machine or works of 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, on 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 Lee or his foresaid 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 foresaid for the use of our tenants or any public road; Fourthly, That the Trustees of the Royal Bank Co. are hereby in terms of the Deed Charter
by me in their favor erected on the North and West boundaries of the ground hereby disposed of 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 charters, a similar wall and coping on the East boundary, except for a space of twenty-five feet North from East Lake Road, 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 Lee and his successors 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 Lee and his successors shall be bound before the expiry of the foregoing time for building to erect upon the South boundary of the ground, before disposed of, the exception of a gate space a parapet wall of stone and lime having a neat stone coping and not exceeding an average of five 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 successors, 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 Lee and his successors 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 dwellinghouse may consist of a parapet and railing instead of a wall, declaring that the said Robert Lee and his successors 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 any adjoining party for me half of the expense of a mutual fence, but declaring that in no circumstances shall any such claim of relief become patent against the lessors whether the adjoining ground be found or not, and declaring with reference to the property and maintenance of the fences before mentioned as between fences, that all the fences before mentioned, excepting the space on the South boundary of the ground hereby disposed, have been planted on 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 lessors or proprietors adjoining respectively and that the fences 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 Lee and his successors; And declaring that no building shall be erected on mutual walls or the height of such walls increased without the consent of the lessor and of all parties
interested, but reserving liberty to any adjoining proprietor with the consent of the superior to underwrite a mutual wall for the purpose of treading the 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. Truthly, that I having formed for the accommodation of the said Robert Lee and his foresaid and other tenants a portion of the eastmost main drain in West Craigmiller Park, shown on the General Survey plan before mentioned, and the said Robert Lee having paid to me the sum of Nineteen Guineas two shillings and ten pence as his proportion of the expense thereof as instructed by Account or Allocation under the hand of the said David Currie, I hereby reserve full power to myself and my foresaid from time to time the assess the said Robert Lee and his foresaid 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 pay- ment of the expenses of building and maintaining the said main drain (including as foresaid) or any such part thereof, in proportion to the surface areas of their respective lots, which expense so far as disbursed by me or my foresaid, as instructed by an Account or Allocation under the hand of John Rollo, Architect, Edinburgh, or other Architect appointed by me or my foresaid, or of any Factor for the time, shall be payable by the said Robert Lee and his foresaid to me and my foresaid 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 Lee and his foresaid shall be entitled and shall be bound so soon as required by me or my foresaid to look into the said main drain at their own expense, in such course as I or my foresaid may appoint a sufficient private drain from the dwelling house to be erected as foresaid, outside 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 conduited to its former condition after the same shall be laid, and paying all surface damages caused by such operations, which private drain the said Robert Lee and his foresaid shall be bound to keep in perfect and complete repair in all time coming, reserving always to me and my foresaid full power to keep the said private drain in repair at the expense of the said Robert Lee and his foresaid in case they shall fail to do so themselves when required; And it is hereby declared that I and my foresaid shall be entitled to the joint use of the foresaid main drain along with the said Robert Lee and his foresaid and such other tenants as and on the estate of Craigmiller as shall obtain from me or my foresaid the privilege of using the same, which privilege we shall have power to grant at our pleasure, and further...
the said Robert Lee and his preceiside shall be bound to allow the part
who shall my preceiside give notice to use the said main drain to
private drains into the same through the ground hereby disposed, so as
allow such parties access when necessary to repair such private drains
declaring that such private drains shall not be made under any dwell
house erected on the said ground, the said Robert Lee and his preceiside
entitled to receive payment from such parties of the damage which
would sustain in connection with the making or repairing of said drains thrue
in the ground hereby disposed; Sixthly, That I having formed the new
way of East Savel Road to the extent of excavating the same, and lay
with broken stones or rough metal and the said Robert Lee having repre
the sum of fourteen pounds five shillings as the proportion of the
of so forming the said carriage way corresponding to the extent of
whole of the portion thereof adjoining the piece of ground hereby disposed
for as said preceiside adjoins on the other side the south end of the
new Street leading south from east Savel Road, and of the one half
the piece of ground hereby disposed of said portion so far as it adjoin
the other side ground proposed to be freed on the footpath, to be by
alongside of said ground; the said Robert Lee and his preceiside shall
bound hereby to allow free access to repair to me or my preceiside a path
corresponding to the same extent of carriage way of the expense to
afterwards incurred of finishing the said carriage way with road met
that according to an account or estimate authenticated by the said John
or as approved, And also the said Robert Lee and his preceiside shall
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
Lee and his preceiside shall be bound before the completion of building
ations to form on the north side of East Savel Road adjoining the
previously mentioned footpath a foot wide and paved with stone for
a sufficient water channel or gully and to maintain the same in
coming, so also the said Robert Lee and his preceiside shall be bound
repair east Savel Road, with the footing for the said double well
finished to the satisfaction of the said John Smale or other such
person, or to pay to me or my preceiside two pounds ten sh.
for that purpose; And Sevently, That the expenses of forming
enlarging and thereafter of maintaining and repairing the various
ed portions of ornamental ground and planting which shall not be
ed in any of the parks, and the bowling green and roads thereto
also such portions of roads and footpaths hence as are to be endless
planting on both sides, all shown on the General Survey plan refer
ed, in so far as I or my preceiside may think fit to carry out these
uses of the Survey Plan in the exception of the central footways,
and planting in the central division of the Survey Plan in which
pleasure ground is laid out and my foresaid deciding what repairs may be necessary from time to time on the before mentioned enclosed and other shall be repaid to me and my foresaid by the whole of the town of the ground included in the Feuing Plan the payment due by each Feusling assessed upon him in the proportion which the superficial area of his ground shall bear to the whole extent of Feuling ground included in the said Feuing Plan and being eligible at the town of Martynus after such expenses shall have been disbursed by me or my foresaid - 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 authorized by the said John Kelso by or as aforesaid and the said Robert Leis and his foresaid shall accordingly be bound and obliged to repay to me and my foresaid the proportions of such expenses to be assessed on the ground hereby disposed; and it is hereby specially pronounced and declared that in case the said Robert Leis or his foresaid shall fail in the fulfillment of the obligation to erect and complete the double cottage 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 foresaid at the end of the said respective periods to declare these premises to be void and null and to resume and take possession of the said ground and whole buildings therein in like manner as if these premises had never been granted, and moreover in case of such failure the said Robert Leis and his foresaid shall be liable to pay to me or my foresaid the sum of one hundred pounds in memo of damage in replevin of the failure to erect or renew the said dwelling houses as aforesaid, and in like manner in case the said Robert Leis or his foresaid 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 to follow thereon be void and null and of no force effect, but also in the option of me and my foresaid the same and all that shall have followed thereon shall also be void and null and the ground hereby disposed and whole buildings therein shall return and be belonging to me and my foresaid without the necessity of any declarator or process of law for that effect but without prejudice to the rights and interests of bona fide titleholders therein in right obtained and perfected before such contravention shall take place. And Further and without prejudice to the intents and purposes and powers of forfeiture herein reserved to me and my foresaid it is hereby declared that in case the said Robert Leis or his foresaid shall fail in the fulfillment and observance of the provisions and obligations hereinbefore written in reference to the dwelling houses and other buildings on the remaining walls and fences to be erected and
maintained as a roadway, or any of them, or as to the formation and main of the forenamed private drain road, footpath, and water channel it shall be power of one or any forenoid after giving me when previous written notice in case of the private drain road, footpath, water channel and road and easement in the case of the dwelling houses or other buildings well and furrow to cause said obligations upon any of them, to be fulfilled and carried into effect at the cost of the said Robert Lee or his forenoids who shall be bound to pay the amount demanded. Where, several conditions obligations provisions declarations restrictions wherebefore written are hereby declared real burdens aforesaid affecting the property disposed, and are appointed to be execution inserted in any Notary instrument to follow hereon and to be inserted in like manner or partially effectually referred to as in the event of law in all future Conveyances. Further. Assurance and the other transmissions instruments and instruments of the said grants every part or portion thereof, otherwise the same shall be void and null. We always with reference to the remainder of the ground contained in the said Fee Sealing Plan that said my forenoids shall be entitled to alter modify or do from the same and to use or to dispose of the said ground in any we shall think proper, and that nothing contained in these presents shall impair restriction upon our use or disposal of the said ground. And I Assigns Write, in so far as necessary to subject this fee right and obliges any the expense of the said Robert Lee and his forenoids to make the same, to extent of a legal charge, afterwards if required on a rateable and oblig. for redemption within a reasonable time and under a suitable penalty. And I Assign the Right for the possession of the said piece of ground subsequent the term of entry of my said disposing, and I Bind myself and my force fire and relieve the said Robert Lee and his forenoids of all feudalities customary justice burden due and payable at and prior to the forenamed term of entry.

I grant Warranties: And I consent to the registration being for peace and execution. In Witness Whereas these presents written on this the eight preceding pages by John Lawerence and James, Apprensee William Wilson and Ralph, Dunes, Clerks to the Signet, Edin. (the following words being added by interlining before subscription the words "in his forenoids between the word "Lee" and "shall" in the 10th line of the third page, and the words "and shall be between the 1st and the word "existed" 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 Father and Alfred my footman.

William Parker gifs

Alfred Brown Witness

Register on behalf of Robert Lee, his named James, as Edinburgh and residing atumin.-these them since

Enfield in the Parish of the County of London