

Registers and Records of Scotland.

General Register of Sasines.

AT EDINBURGH, the Second day of February, Nineteen hundred and Thirty one, between the hour of Ten and Ten thirty forenoon, the Writ with Warrants of Registration thereon, hereinafter engrossed, was transmitted by Post and presented by W.J. Mannus Register of Sasines, for Registration in the General Register of Sasines for Publication, and also as in the Books of the Lords of Council and Session for Preservation and Execution, and is, with said Warrants of Registration recorded in the Register of Sasines as follows:—.....

It is Contracted and Agreed between The McLaren Educational Trust, incorporated under the provisions of the Educational Endowments (Scotland) Act 1882, and relative Scheme for the administration of said Trust, approved by the Queen's Most Excellent Majesty in Council the first day of May Eighteen Hundred and ninety, heritable proprietors of the ground hereinafter disposed, of the first part and The Joint County Council for the combined Counties of Perth and Kinross, of the second part, in manner following videlicet:— The said McLaren Educational Trust, in consideration of the Ground Annual and other prestations hereinafter undertaken by the said Joint County Council, have sold and hereby sell and Dispose to and in favour of the said Joint County Council for the combined Counties of Perth and Kinross and their Successors in office in Trust for the purposes of the Education (Scotland) Acts 1872 to 1929 and relative Statutes heritably/



heritably and irredeemably All and whole that piece of ground known as Teithside Park in the Town and Parish of Callander and County of Perth, bounded as follows videlicet:— On or towards the West by the Feus on the east side of Bridgend, Callander: On or towards the North and again on or towards the West (following the curve) by the property of the McLaren High School being the Subjects conveyed by us to the School Board of the Parish of Callander and now vested in said Joint County Council by the Contract of Ground Annual dated the seventh day of April, and recorded in the Division of the General Register of Sasines applicable to the County of Perth the second day of August Eighteen hundred and ninety four: Again on or towards the North by the Property of Teithside: On or towards the North-east by the River Teith: On or towards the East or Southeast by the Glebe of the Parish of Callander and on or towards the South by the road to said Glebe and to the Manse of Callander, which piece of ground hereby disposed is delineated and coloured red on the Plan or Sketch annexed and signed as relative hereto, and is part of All and whole that piece of ground on the South side of the Water of Teith in the Barony and Parish of Callander and Shire of Perth consisting of four acres, four falls and eighteen ells Scots measure or thereby, described in the Feu Charter granted by the Right Honourable Clementina Sarah Drummond of Perth, Lady Gwydyr, wife of Peter Robert Drummond, Lord Gwydyr, afterwards/

wards Lord Will her said Husband George Menzies, bruary, eightee and under the r ed in the fores under the real the Disposition Right Honourabl stone of Carber the Trustees ac the late Right Lord Willoughby Honourable Clem Willoughby, Bar ers therein men July and the th tieth days of A vision of the G lication, and a sion for preser tober, all in t ty six: And Dec ted and the for with and under den of the paym ail to the said assignees whoms of Three pounds by the said Mel foresaids/

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withside Park in the Town and
County of Perth, bounded as
on or towards the West by the
of Bridgend, Callander: On or
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curve) by the property of the
being the Subjects conveyed
Board of the Parish of Callan-
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nd Annual dated the seventh day
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day of August-Eighteen hundred
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Sketch annexed and signed as re-
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of four acres, four falls and
measure or thereby, described in
anted by the Right Honourable
rummond of Perth, Lady Gwydyr,
t Drummond, Lord Gwydyr, after-

wards Lord Willoughby de Eresby, with consent of
her said Husband, in favour of the said deceased
George Menzies, dated the thirteenth day of Fe-
bruary, eighteen hundred and nine, but always with
and under the reservations and conditions contain-
ed in the foresaid Feu Charter, and also with and
under the real and preferable burdens specified in
the Disposition and Conveyance granted by the
Right Honourable William Buller Fullerton Elphinstone of Carberry, Lord Elphinstone and others
the Trustees acting under a Trust Deed granted by
the late Right Honourable Peter Robert Drummond
Lord Willoughby de Eresby in favour of the Right
Honourable Clementina Elizabeth Heathcote Drummond
Willoughby, Baroness Willoughby de Eresby and oth-
ers therein mentioned, dated the thirtieth day of
July and the third, ninth, seventeenth and twen-
tieth days of August and recorded in the said Di-
vision of the General Register of Sasines for pub-
lication, and also in the Books of Council and Ses-
sion for preservation, the thirteenth day of Oc-
tober, all in the year Eighteen hundred and eigh-
ty six: And Declaring that these presents are gran-
ted and the foresaid piece of ground is disposed
with and under the real and preferable lien and bur-
den of the payment by the said Joint County Coun-
cil to the said McLaren Educational Trust, and their
assignees whomsoever, of the yearly Ground Annual
of Three pounds Sterling to be uplifted and taken
by the said McLaren Educational Trust and their
foresaid/

foresaid fourth of any part or portion thereof and readiest rents, malls and duties of the same, and that at two terms in the year Whitsunday and Martinmas by equal portions beginning the first payment thereof at the term of Martinmas Nineteen hundred and thirty for the period from the date of entry aftermentioned and the next payment at Whitsunday thereafter for the half year preceding, and so forth continuing in the regular and punctual payment of the said yearly Ground Annual at the said terms of Whitsunday and Martinmas in all time coming with a fifth part more of each of said terms payments in name of liquidate penalty in case of failure, and the interest thereof at rate of five pounds per centum per annum from and after the respective terms of payment of the same until paid : And Declaring further that the said piece of ground is disposed with and under the following additional burdens, declarations, conditions, obligations and others, videlicet:— (First) The said Joint County Council shall be entitled to erect and complete and thereafter maintain upon the piece of ground hereby disposed any buildings for Educational purposes, and any pavilions, offices or other erections suitable for a School Play Field, which buildings and others shall be placed and constructed according to such plans and Specifications as shall be approved of by or on behalf of the said McLaren Educational Trust; and the said Joint County Council shall be bound to keep and maintain the said buildings/

buildings and
sufficient repairs
tent of not less
and the said buildings
appropriated to
High School, a
buildings shall
Field in connection
School, unless
be authorised :
educational Trust
said Joint County
tain in good repair
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tain such additional
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of the said Joint
sands at any time
the said Ground
paid or failing
hereof this Council
following thereon
Laren Education
void and null,
with the building
said McLaren Educational
Trust which Ground Annual
and /

any part or portion thereof and
in the year Whitsunday and Mar-
tins beginning the first pay-
ment of Martins Nineteen hun-
dred from the date of en-
d the next payment at Whit-
for the half year preceding, and
in the regular and punctual
yearly Ground Annual at the
Sunday and Martins in all time
part more of each of said term-
of liquidate penalty in case of
interest thereof at rate of five
per annum from and after the re-
payment of the same until paid :
over that the said piece of ground
under the following addition-
tions, conditions, obligations
set:-(First) The said Joint Coun-
is entitled to erect and complete
tain upon the piece of ground
buildings for Educational pur-
tions, offices or other erections
ool Play Field, which buildings
placed and constructed accord-
and Specifications as shall be
on behalf of the said McLaren
and the said Joint County Coun-
to keep and maintain the said

buildings and others at all times in good and suf-
ficient repair, and to insure the same to the ex-
tent of not less than three fourths of their cost
and the said buildings and others shall always be
appropriated to and for the uses of the McLaren
High School, and the ground not occupied by any
buildings shall be used exclusively as a Play-
Field in connection with the said McLaren High
School, unless a deviation from this provision shall
be authorised in writing by the said McLaren Edu-
cational Trust or their forsaids; (Second) The
said Joint County Council shall be bound to main-
tain in good repair the boundary walls and fen-
ces at present surrounding the ground hereby dis-
posed, and they shall be entitled to erect and main-
tain such additional boundary walls or fences as
they may at any time consider necessary or advis-
able for the enclosing of the ground hereby dis-
posed: And Further Declaring that in the event
of the said Joint County Council or their fore-
saids at any time allowing two years' payments of
the said Ground Annual to be resting owing and un-
paid or failing to implement any of the conditions
hereof this Contract of Ground Annual and all fol-
lowing thereon shall, in the option of the said Mc-
Laren Educational Trust or their forsaids, become
void and null, and the said piece of ground shall
with the buildings thereon revert and belong to the
said McLaren Educational Trust and their forsaids;
Which Ground Annual, interest, and consequents,
and /

and the whole burdens, declarations, conditions, obligations and others before written shall be and are hereby created and declared to be real liens and burdens upon and affecting the piece of ground above disposed and buildings to be erected thereon, and as such are, along with the present clause, appointed to be recorded in the Register of Sasines as a part of these presents and, subject to Section Nine of the Conveyancing (Scotland) Act 1924, inserted or validly referred to in all future conveyances and investments of the said piece of ground, otherwise these presents and all following thereon, and the said Conveyances and Investments and all following thereon, shall be null and void and the said piece of ground and buildings thereon shall revert return and belong to the said McLaren Educational Trust and their foresaids in the same manner as if these presents had never been granted: With entry at the term of Whitsunday Nineteen hundred and thirty notwithstanding the date hereof: And the said McLaren Educational Trust assign the writs: And the said McLaren Educational Trust assign the rents: And they bind themselves to free and relieve the said Joint County Council and their foresaids of all feudalities and public burdens: And the said McLaren Educational Trust grant warrant: For which Causes and on the other part the said Joint County Council for the combined Counties of Perth and Kinross bind themselves and their foresaids to make payment to the said McLaren Educational /

the said piece of ground and Ann McLaren Educational Trust with interest a tied and to perform these presents: said McLaren Educational Trust of the payment and consequences of the said provisions affecting the right of the said piece of ground and their foresaids under provisions under disposed and of gation hereby a in favour of the said McLaren Educational Trust and their foresaids: And the said McLaren Educational Trust assign the writs: And the said McLaren Educational Trust assign the rents: And they bind themselves to free and relieve the said Joint County Council and their foresaids of all feudalities and public burdens: And the said McLaren Educational Trust grant warrant: For which Causes and on the other part the said Joint County Council for the combined Counties of Perth and Kinross bind themselves and their foresaids to make payment to the said McLaren Educational /

ans, declarations, conditions, and declared to be real liens and affecting the piece of ground ab- lldings to be erected thereon, ong with the present clause, ap- ded in the Register of Sasin- se presents and, subject to Sec- veyancing (Scotland) Act 1924, referred to in all future con- tures of the said piece of these presents and all following id Conveyances and Investments hereon, shall be null and void of ground and buildings there- urn and belong to the said Mc- Trust and their foresaids in the these presents had never been y at the term of Whitsunday Nine- rty notwithstanding the date id McLaren Educational Trust as- d the said McLaren Educational ents: And they bind themselves to he said Joint County Council and all feuduties and public bur- McLaren Educational Trust grant ch Causes and on the other part- ty Council for the combined Coun- Kinross bind themselves and their payment to the said McLaren Edu-

gational Trust and their foresaids of the fore- said Ground Annual of Three pounds Sterling for the said piece of ground, payable at the terms and with interest and penalties, all as before speci- fied and to perform the whole other prestations, com- ditions and obligations incumbent on them under these presents: And for further Security to the said McLaren Educational Trust and their foresaids of the payment of the said Ground Annual Interest and consequents before specified, and performance of the said prestations, obligations and condi- tions effeiring thereto, the said Joint County Coun- cil without prejudice to but in corroboration of the right of the said McLaren Educational Trust and their foresaids in virtue of the burdens and provisions under which the said piece of ground is disposed and of the above written personal obli- gation hereby assign dispose and make over to and in favour of the said McLaren Educational Trust and their foresaids, not only All and Whole a year- ly Ground Annual of Three pounds Sterling to be paid to and uplifted by them and their foresaids futh of and from All and Whole the piece of ground above disposed and buildings to be erected there- on, all as before specified, but also All and Whole the said piece of ground and buildings to be er- ected thereon, bounded and described as aforesaid and the whole rents malls and duties thereof; but always with and under the whole reservations, bur- dens, conditions, and others hereinbefore referred to;

signed by Jam
gowrie, and A
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cil and by Th
Perth, Clerk
at Perth on t
last mentioned
Marshall, So
both at County
McLaren, Gove
ald McLaren,
duff, T.B. Ma
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shall, Witness
Register on b
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as well as fo
County of Per
Callander, Ag
Register on b
County Council
and Kinross
lication in
(Signed) Jno.
And the said
execution here
EXTRACTED on
me holding a
Keeper of the

The Principal Writ above extracted is impressed with a Stamp Duty of Seven Shillings and sixpence.

K. W. Macgregor

to, or at length set forth: And That In Real Secu-
rity to the said McLaren Educational Trust and
their foresaids of the payment of the said yearly
Ground Annual, half yearly payments thereof, interest.
and consequents, all as before mentioned and of the
performance of the obligations and prestations ap-
plicable thereto: And the said Joint County Council
assign the Writs: And they assign the rents in se-
curity as aforesaid: And they grant warrant and And
both parties 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 val-
ue of the consideration exceeds five hundred pounds
Sterling: And both parties hereto consent to the
registration hereof for preservation and execution
In Witness Whereof these presents consisting of this
and the three preceding pages, are together with
the Plan hereto annexed, executed as follows:-They
are sealed with the Corporate Seal of the said Mc-
Laren Educational Trust and signed by Donald McLa-
ren, Bracklinn, Callander, and William MacEwen, The
Kraesult, Callander, two of the Governors of the said
Trust, and by Donald McLaren, Solicitor, Callander
as their Clerk, all at Callander on the twelfth day
of January Nineteen hundred and thirty one, before
these witnesses Duncan Macgregor Mitchell, Solicitor
and Jean Fraser Moir, Law Clerk, both at Royal Bank
Buildings, Callander: And they are sealed with the
Common Seal of the said Joint County Council and
signed/

signed by James Mackenzie Hodge, Solicitor, Blairgowrie, and Alexander Macduff, of Bonhard, Scene, two of the Members of the said Joint County Council and by Thomas Bannatyne Marshall, Solicitor, Perth, Clerk to the said Joint County Council all at Perth on the Nineteenth day of month and year last mentioned before these witnesses, David James Marshall, Solicitor, and Mary Muir Whytock, Clerk both at County Buildings, Perth (Signed) Donald McLaren, Governor, William MacEwen, Governor, Donald McLaren, Clerk, (L.S.) J.M. Hodge, Alex. Macduff, T.B. Marshall, County Clerk (L.S.) D.M. Mitchell, Witness, Jean F. Muir, Witness, D. J. Marshall, Witness, M.M. Whytock, Witness..... Register on behalf of the within named The McLaren Educational Trust for preservation and execution as well as for publication in the Register of the County of Perth. (Signed) Donald McLaren, Solicitor Callander, Agent..... Register on behalf of the within named The Joint County Council for the Combined Counties of Perth and Kinross for preservation as well as for publication in the register of the County of Perth (Signed) Jno. Brown, Solicitor, Perth, Agent..... And the said Lords grant Warrant for all lawful execution hereon.....

EXTRACTED on this and the Eight preceding pages by me holding a Commission to that effect from the Keeper of the Registers and Records of Scotland.

K. M. Macgregor

The Principal Writ above extracted is impressed with a Stamp Duty of Seven Shillings and sixpence.

K. M. Macgregor

t forth: And That In Real Security and the said Joint County Council and they assign the rents in security that the transaction hereby form part of a larger transaction transactions, in respect of which or the aggregate amount or valuation exceeds five hundred pounds parties hereto consent to the for preservation and execution these presents consisting of this preceding pages, are together with annexed, executed as follows:—They the Corporate Seal of the said McLaren Trust and signed by Donald McLaren, and William MacEwen, the two of the Governors of the said McLaren, Solicitor, Callander at Callander on the twelfth day in hundred and thirty one, before mean Macgregor Mitchell, Solicitor, Law Clerk, both at Royal Bank; And they are sealed with the said Joint County Council and



Donald H. Brown Governor

William MacGowan Account.

Don't know, ok

4/20/2020

73444

For my dear

E 588
Registers and Records of

09/03/78 - 6649

E 588
NW 6207

General Register of Sasines.

Extract Registered

CONTRACT of GROUND ANNUAL

between

The McLaren Educational Trust

and

The Joint County Council for
the Combined Counties of Perth
and Kinross.

£ 1 : 7 : -
- : 5 : -
- : 12 : -
- : 1 : -
£ 2 : 5 : -

PERTH

Recording 9 pp. @ 3/-
Ad val. fee
Dues of Extract
Stamp

Dated 12th &c. January 1931
Regd. 2nd February 1931.

Teitinside Park, Oallander.

Opd. } Ma
Ym

Donald McLaren,
Solicitor,
Oallander.