

Mr Leven Stewart, Solicitor Dunblane.

~~Hydrach~~

~~Aug 1901~~

~~St. Andrew 10/10/30~~

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W. H. E. G.
Cpd. W. H. M. } J.S.

Perth Lib. 1114-104-107
10 pp @ 2/- Min 5/- L1-5/-

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25 Jan. 1922

19/1/16
By
Ben Macpherson

The Right Honourable The Earl of
Moray

my father of

The Sheriff Magistrates and
Commissioners of the Burgh of Perth

Perth Hall

1921

Space of ground extending to
76.135 poles and 13.7 poles at Perth

William & Robert, W.S.

27/10
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96 20 Cl. & day Sep
A.M.

ADJUDICATION
3045
29 SEP. 1921



The right Honourable Merton Gray Stuart, Earl of Moray
 heritable proprietor of the areas of ground hereinafter disposed, in con-
 sideration of the feuduty and others after specified, do hereby sell and
 in Fee Farm Dispose to and in favour of The Provost, Magistrates
 and Councillors of the Burgh of Doune and their successors in office and
 assignees whomsoever, but excluding assignees before infestment and
 declaring that these presents shall not be a valid warrant for infestment
 after three months from the date hereof heritably and irredeemably
 in the First Place, All and Whole that area of ground in or near the
 Burgh of Doune and lying to the south east of the public road from
 Stirling part of the Lands and Estate of the Earldom of Moray delineated
 and shown within the boundaries bordered red on the plan annexed
 and signed as relative hereto, extending to seventy six poles and one
 hundred and thirty five decimal or one thousandth parts of a pole or thereby
 Imperial Measure and bounded as follows:— On the north-west by the said
 public road along which it extends following the curve one hundred and
 eighty five feet or thereby; on the north-east by a proposed new road or street
 forty feet in width leading off the said public road along which it extends
 one hundred and thirty one feet or thereby; and on the south-east and south
 or south-west by unsewed lands belonging to me along which it extends
 one hundred and two feet six inches and one hundred and fifty five feet
 respectively or thereby; And, in the Second Place All and Whole that
 area of ground lying to the north-west of the said public road and partly
 opposite the area of ground before disposed part of the said Lands and Estate
 of the Earldom of Moray delineated and coloured green on the said plan
 extending to thirteen poles and seven tenths of a pole or thereby Imperial
 Measure and bounded as follows:— On the north, west and south by the
 Wood of Doune, along which it extends beginning at the point where the north
 boundary reaches the said public road and proceeding in a north-westerly
 direction following the curve sixty five feet or thereby, then westwards twelve
 feet or thereby, thence in a south-easterly direction following the curve
 fifty eight feet or thereby, thence in a north-easterly direction twelve feet
 or thereby, and thence in a south easterly direction two feet six inches or
 thereby, where it again reaches the said public road; and on or towards the
 south-east by the said public road, along which it extends following the curve
 ninety five feet or thereby, lying the said areas of ground hereby disposed
 in the Parish of Kilmadock and County of Perth. Together with the tinds
 parsonage and vicarage of the said areas of ground so far as I have right
 thereto; but declaring that my said disponees and their foreseids shall
 have no right as proprietors of the said areas of ground to any sittings
 in the Parish Church of Kilmadock belonging to me or pertaining to
 the said Lands and Estates said sittings being hereby reserved: Excepting
 and reserving to me and my heirs and successors the whole metals and
 coal, limestone, freestone and minerals and fossils of every description
 within the areas of ground before disposed, with full power to me
 and my foreseids or any person authorised by me or them, but
 without entering upon the surface of the said feu, to work, win, dig,
 and take away the same; declaring as it is hereby expressly provided
 and declared that my said disponees and their foreseids shall have
 no

GENERAL REGISTER OF SASINES.
 COUNTY OF PERTH
 BOOK 114.
 FOLIO 104-107.
 PRESENTED & REGISTERED 27 OCTOBER 1921
 M. J. G. C. KEEPER.

Moray

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no claim whatsoever for any damage that may be done or caused to the areas of ground hereby disposed and buildings erected or to be erected thereon by any of the operations in time past or to come of me or my predecessors or heirs and successors and tenants in working and removing or draining the metals, coal, stone, minerals and others hereby reserved or in the neighbourhood of the areas of ground hereby disposed (all risk, loss or damage in any of the events foresaid being to be borne and sustained by my said disponees and their foresaids themselves): And also with and under the conditions after written videlicet:-(Primo) The said areas of ground are disposed to my said disponees and their foresaids for the purpose of the erection by them on the area in the First Place disposed, of a Town Hall for the Burgh of Bourne and on the area in the Second Place disposed of a War Memorial, and no other buildings shall be erected by my said disponees or their foresaids on the said areas of ground without the written consent of me or my foresaids and the approval in writing by one or them of the plans and elevations of any such buildings: And the said Town Hall and Memorial shall be erected by my said disponees within the space of one year from the date hereof and shall be maintained by them in all time coming:-(Secundo) My said disponees and their foresaids shall be bound to enclose the areas of ground hereby disposed with suitable boundary fences or walls to the satisfaction of me or my foresaids and the fences or walls shall be wholly erected and maintained at the sole expense of my said disponees and their foresaids:-(Tertio) The building to be erected on the said area of ground in the First Place hereby disposed shall be used in all time coming as a Town Hall:-(Quarto) My said disponees and their foresaids shall, if and when called upon by me or my foresaids, at their own expense form along the North-east boundary of the area of ground hereby disposed in the First Place the said proposed road or Street forty feet wide to the centre line thereof and a footpath on the west side thereof I and my foresaids being bound at the same time to form the remaining half thereof:-(Quinto) In the event of its being found necessary at any time to lay down roads or streets along the other boundaries of the area of ground in the first place hereby disposed, my said disponees and their foresaids shall be bound when called upon to do so to form the said roads or streets to the centre lines thereof and footpaths at the sides thereof next to the said boundaries, I and my foresaids being bound at the same time to form the remaining halves thereof:-(Sexto) The said proposed road or street and roads or streets to the centre lines thereof and footpaths shall be formed by my said disponees and their foresaids according to plans and specifications and in conformity with levels to be approved by me or my foresaids and shall, together with the footpaths already formed on the north-west of the area of ground hereby disposed in the First Place and on the south-east of the area of ground hereby disposed in the Second Place, be maintained in all time coming by my said disponees and their foresaids: and-(Septimo) My said disponees and their foresaids shall be bound at their own expense to construct the common sewers in the said roads or streets to the satisfaction of me or my foresaids, and I or my foresaids shall be entitled in the event of me or them erecting houses or buildings abutting on said roads or streets to connect the same with the said sewers and to use the said sewers without charge other than the usual charge for making the connections: Declaring that if my said disponees or their foresaids shall fail to observe or shall act contrary to the conditions above expressed or any of them, not only shall this New Disposition with all that may have followed upon the same become void and null, but my said disponees or the persons or persons so contravening shall amitt

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Morgan

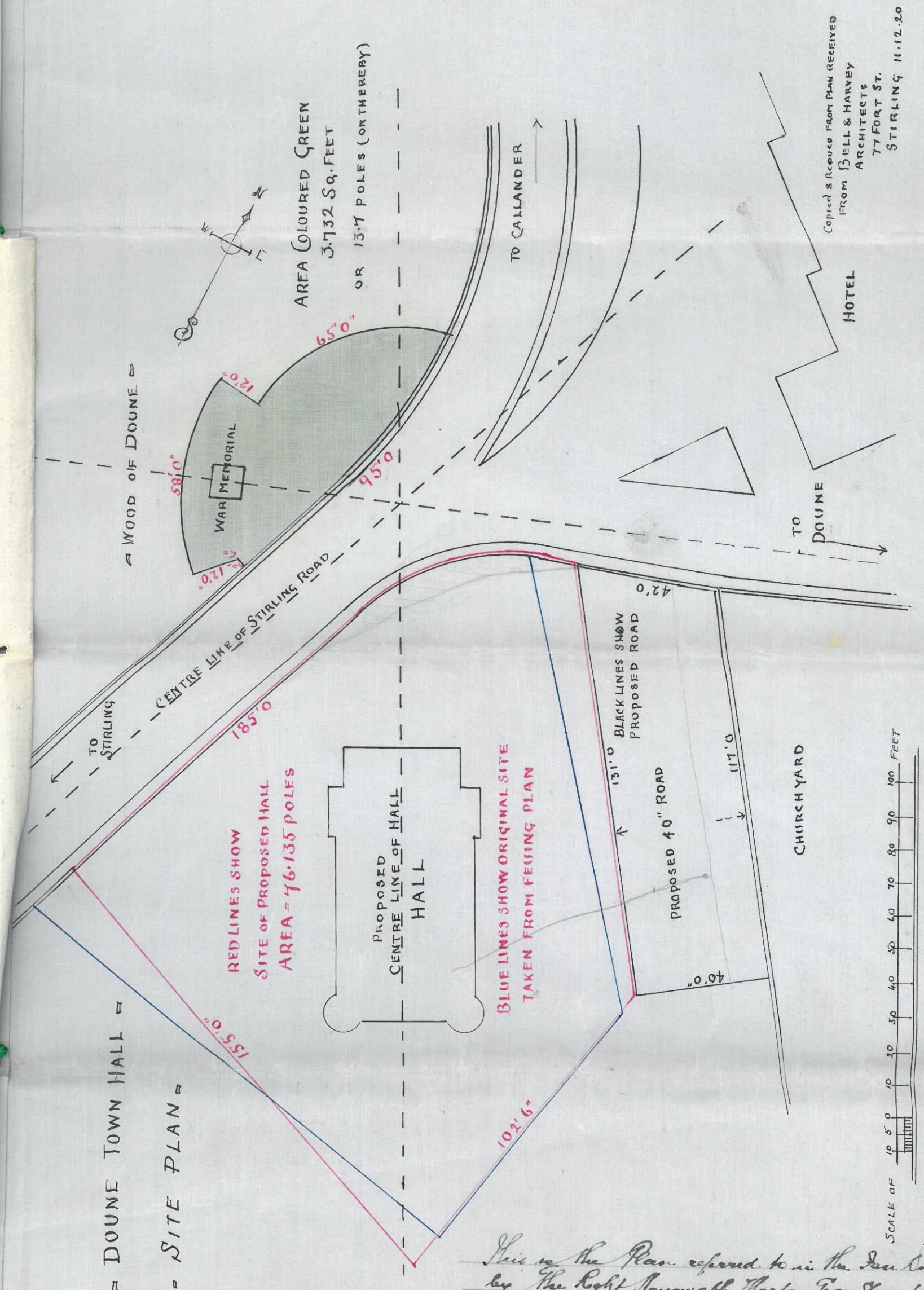
admit and forfeit all right and interest in the forsaid subjects which shall revert
 to the Superior thereof in like manner as if this Feud Right had never been granted.
 Which exception, reservation, conditions, declarations and others above
 written are hereby appointed to be verbatim inserted or validly referred to as set
 forth in these presents in all subsequent deeds or conveyances, notarial instruments
 and other transmissions and investitures of the areas of ground here disposed, other-
 wise such deeds, conveyances, instruments and others shall be null and void: With
 Entry at the term of Whitsunday Nineteen hundred and twenty one: To be
 Holders the areas of ground hereby disposed of and under me, the said Earl of
 Moray and my heirs and successors in the said Lands and Estates, immediate
 lawful Superiors thereof, in feu farm, fee and herbage forever for the annual
 payment to me and them of the sum of One shilling Sterling in name of feuduty
 at the term of Whitsunday yearly beginning the first term payment of the said
 feuduty at the term of Whitsunday Nineteen hundred and twenty two for the
 year preceding that term and so forth yearly thereafter in all time coming, with
 a fifth part more of each term's payment of liquidate penalty in case of failure
 and interest thereof at the rate of five per centum per annum from the respective
 terms of payment during the non payment of the same, and the possessors of the
 said areas of ground relieving me and my forsaids of the cess payable furth of
 or that may be imposed upon the said areas of ground: And Assign the
 Uris but only in so far as necessary to support this feu right: And I assign
 the rents: And I bind myself and my forsaids to free and relieve my said
 disponees and their forsaids of all feuduties and casualties due and to become
 due to my Superiors now and in all time coming and of all public and parochial
 burdens due for the areas of ground hereby disposed of and preceding the for-
 said term of entry: And I grant Warrandice but excepting therefrom any
 servitudes or rights of way that may exist over the areas of ground hereby conveyed:
 And I 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 capital
 used amount or value or the aggregate capitalized amount or value of
 the consideration exceeds five hundred pounds: And I consent to the registra-
 tion hereof for preservation: In Witness Whereof these presents consist:
 of this and the two preceding pages are, together with the plan annexed
 subscribed by me at Doune on the Twenty eighth day of July Nineteen
 hundred and twenty one before these Witnesses Henry Edward Richardson
 Writer to the Signet Edinburgh and Gavin Peat my Butler.

H. E. Richardson
 Gavin Peat Witness

Moray
 J.

Register on behalf of the Provost, Magistrates and Councillors of the Burgh of Doune
 in the Register of the County of Perth.

Wm Jean Stewart
 Solicitors, Dumblane.
 Agents.



DOUNE TOWN HALL
 SITE PLAN

RED LINES SHOW
 SITE OF PROPOSED HALL
 AREA = 46,135 POLES

PROPOSED
 CENTRE LINE OF HALL
 HALL

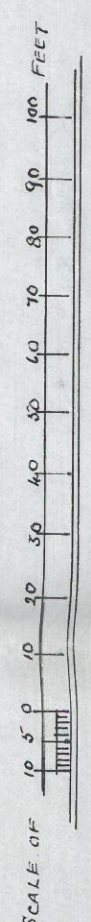
BLUE LINES SHOW ORIGINAL SITE
 TAKEN FROM FEISING PLAN

BLACK LINES SHOW
 PROPOSED ROAD

PROPOSED 40" ROAD

CHURCHYARD

Copied & Received FROM PLAN RECEIVED
 FROM BELL & HARVEY
 ARCHITECTS
 77 FORT ST.
 STIRLING 11.12.20



*This is the Plan referred to in the San. Disposition
 by the Right Honourable Marquis Gordon, Earl of
 Moray, in favour of the Provost Magistrates and
 Councillors of the Burgh of Doune, dated*

Moray