



I, JOHN ALEXANDER MACKENZIE, Younger of Gairloch, residing at Conan House, Conan Bridge, heritable proprietor of the Lands and Estate of Gairloch of which the subjects hereinafter disposed form part CONSIDERING that MR.

KENNETH MACKENZIE, Number Fifteen Port Henderson, Gairloch, was the Crofter Tenant as designed by Section 3 of the Crofters (Scotland) Act 1955, of the Croft Number Fifteen Port Henderson, Gairloch, of which Croft the subjects hereinafter disposed form part; FURTHER CONSIDERING that the said Kenneth Mackenzie by Application dated the Twenty-fifth day of December, Nineteen hundred and seventy-four applied to the Crofters Commission (constituted under Section 1 of the said Act) for authority under Section 18 of the said Act to renounce his tenancy on the condition that he retain the occupancy of the dwellinghouse on the Croft and the ownership thereof be vested in him AND THAT the Commission after consultation with me and being satisfied that the conditions required by Sub-Section 1 of the said section 18 were fulfilled authorised the said Kenneth Mackenzie to renounce the said tenancy with Notice to me; FURTHER CONSIDERING that the said Kenneth Mackenzie having complied with Sub-Section 2 of the said Section 18 by giving timely notice to me and to the Commission is now statutorily entitled to a conveyance under reservation of minerals of the said dwellinghouse, outbuildings, such suitable garden ground and rights of access as the Commission may determine to be reasonable; FURTHER CONSIDERING that the Commission have determined that the area of ground hereinafter disposed and the relative rights of access are reasonable; And FURTHER CONSIDERING that the terms hereof have otherwise been agreed between me and the said Kenneth Mackenzie; THEREFORE I the said John Alexander Mackenzie, Younger of Gairloch, IN CONSIDERATION of the foregoing DO HEREBY DISPOSE to and in favour of the said Kenneth Mackenzie and his executors and assignees whomsoever (hereinafter referred to as 'the disponees') heritably and irredeemably ALL and WHOLE that area or piece of ground extending to Fourteen decimal or one-hundredth parts of a hectare or thereby Imperial Measure (Fifty-six one-thousandth parts of a hectare or thereby) but which area measurement is not warranted lying in the Parish of Gairloch and County of Ross and Cromarty formerly forming part of the Croft Number Fifteen Port Henderson, and bounded on or towards the northeast by the access road aftermentioned and on all other sides by land belonging to me as follows:- On the northeast by the southwest side of the said access road along which it extends Thirty-three metres four hundred millimetres or thereby and on the southeast, southwest and west

REGISTERS OF SCOTLAND.  
GENERAL REGISTER OF SASINES.

COUNTY OF ROSS & CROMARTY.

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millimetres or thereby, Twenty-eight metres eight hundred millimetres or thereby, and Eighteen metres three hundred millimetres or thereby respectively; as the said area or piece of ground (hereinafter referred to as 'the subjects') is delineated and shown coloured pink and outlined in red on the Plan annexed and signed as relative hereto; Together with (One) the dwellinghouse and all other buildings and erections on the said subjects so far as belonging to me; (Two) the whole pertinents, rights and privileges of and pertaining to the said subjects hereby disposed; (Three) the fittings and fixtures in right, title and interest, present and future, therein and thereto; TOGETHER ALSO WITH (ONE) the heritable and irredeemable servitude right of access to and egress from the subjects by the access road leading along the north-northeastern boundary of the subjects as the said access road is shown coloured brown and marked 'Common Access' on the said Plan, and by all other roads at present so used leading to the subjects from the public road from Opinan to Badachro; and (TWO) the heritable and irredeemable servitude rights and wayleaves as presently constituted for the water supply, drainage, sewerage, electricity supply and others presently serving the subjects over, under and through the neighbouring subjects so far as belonging to me with right to the disponees to enter upon the said adjoining subjects for all necessary purposes in connection therewith, including inspection, maintenance, repair and renewal of the same, subject to payment by the disponees for all surface damage occasioned thereby as such damage may be mutually agreed or failing agreement ascertained by a single Arbitrator appointed as/



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as aftermentioned; AND DECLARING that the said servitude rights of access shall be exercised in common with all other parties who have or may come to have rights to the use of the said access roads and that maintenance of the same shall be shared according to user as the same may be determined in the event of dispute by arbitration as aforesaid; BUT ALWAYS WITH AND UNDER so far as still valid, subsists and applicable the burdens, conditions and others specified and contained in the Disposition by the Trustees of the late Sir Kenneth Smith Mackenzie in favour of Sir Kenneth John Mackenzie dated the Twelfth, Thirteenth and Seventeenth and recorded in the Division of the General Register of Sasines for the County of Ross and Cromarty on the Twenty-first all days of September, Nineteen hundred, AND ALSO WITH AND UNDER the reservations, conditions, provisions, declarations, restrictions, obligations and others hereinafter expressed, videlicet:- (FIRST) there are reserved from the subjects (ONE) the whole mines, minerals, fossils, ironstone, limestone and other stone, clay and marl within the subjects including all coal and mines of coal thereunder now vested in the National Coal Board under the Coal Industry Nationalisation Act 1946 subject to all obligations incumbent on the said Board; With full power to me and my successors in the Lands and Estate of Gairloch (hereinafter referred to where the expression 'the Landowners' is used) or any person authorised by me or them to search for, work, win and carry away the said minerals but without entering upon the surface of the subjects and on payment of surface damage only to the subjects and to the buildings thereon as such damage shall be ascertained by a single Arbitrator mutually chosen by the Landowners and the then proprietor of the subjects or failing agreement by the Arbitrator appointed by the Sheriff of Grampian Highland and Islands as also power to make whatever alterations or deviations from these conditions as the Landowners shall from time to time determine in connection with the disposal of any of the remainder of the ground belonging to the Landowners whether adjoining the subjects or not without the dispoonees having any claim against the Landowners in respect thereof; and (TWO) all wayleave rights at present existing and affecting the subjects and all electricity poles and cables, water pipes, drains and others at present over or under the subjects with power to the Landowners and those deriving right from or authorised by them to enter on the subjects for the purpose of maintaining or repairing or improving or renewing said poles, cables, water pipes, drains and others on the subjects.

Authority under the Public Health Acts power to lead water pipes and properly supply, drainage or sewage system of properties in connection with the water that may hereafter be disposed of and to enter on the subjects at any time for the purpose of inspecting, opening, repairing, improving and maintaining all such water and other pipes, drains and sewers on payment of actual damage only to be ascertained as aforesaid; And providing that (First) in respect that there are at present erected on the subjects a dwellinghouse with relative offices for use as a residence the disponees shall be bound to uphold and maintain said buildings for the accommodation of one family in all time coming to a value of not less than Two Thousand Pounds; Declaring that the disponees shall not be entitled to erect any other or additional buildings or others on the subjects or to alter the external appearance or construction of the buildings so erected or to alter the without the prior written consent of the Landowners and also when necessary of the appropriate Government Department or Department of the Local Authority; (Second) the disponees shall be bound at their own expense and to the satisfaction of the Landowners within one year from the date of entry aftermentioned to enclose the subjects (in so far as not already done) by erecting fences of a character to be approved in writing by the Landowners, such fences to be erected, where the subjects adjoin land disposed of or about to be disposed of and also ground remaining in the possession of the Landowners, one-half on the subjects and one-half on the adjoining ground and where the subjects adjoin a public road, public footpath or mutual access, wholly on the subjects; And the disponees shall be bound to maintain all fences erected by them along mutual boundaries until the adjoining ground is disposed of whereupon the adjoining proprietors shall be bound /-

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bound to pay to the disponees one-half of the then value of such division fences erected by them in so far as separating the subjects from said adjoining ground, the disponees being similarly bound to pay to the proprietors of adjoining ground one-half of the value of such division fences that may have been erected by the adjoining proprietors in so far as separating the subjects from said adjoining ground and the value from time to time of such fences, which shall thereafter be mutually owned and maintained to the satisfaction of the Landowners, shall be fixed by an Arbitrator mutually chosen or appointed as hereinafore provided, declaring that no claim whatever shall lie against the Landowners in connection with any boundary walls or fences or the maintenance thereof; (Third) it shall not be lawful or in the power of the disponees at any time to turn the buildings erected or which may be erected on the subjects into an hotel, inn, public house, tavern, temperance hotel or lodging house or to sell or expose for sale thereon or on any part thereof alcoholic or malt liquors of any kind without the express written consent of the Landowners previously obtained; Nor shall it be lawful for the disponees to carry on any manufactory business or profession in any of the buildings on the subjects nor to erect anything thereon without the previous written consent of the Landowners nor to do or cause or permit any act thereon which may be deemed a nuisance to the public or neighbouring proprietors or inhabitants, or which may injure the amenity of the place and neighbourhood nor to keep nor cause to be kept on the subjects or any part thereof any caravan or other vehicle of a dormitory type of all of which the Landowners shall be the sole judge; And the ground not occupied by the buildings on the subjects shall be used exclusively for access, garden planting or as ornamental ground and shall be maintained in good order in all time coming; (Fourth) it shall not be lawful or in the power of the disponees to use any of the buildings erected or to be erected on the subjects for housing or keeping any farm or other animals (except household pets within the said dwelling-

(Fifth) the disponees shall be bound if they have not already done so, either at their own expense or jointly with neighbouring proprietors, to construct and thereafter properly maintain a proper and adequate drainage, water supply and sewage system for the subjects and the buildings and relative offices erected and to be erected thereon all to the satisfaction of the Landowners the Water Board and the Sanitary Department of the Local Authority and in particular the disponees shall be bound to make application to have the subjects and buildings thereon included in any Local or Special Scavenging District now operating or which may hereafter be constituted and further immediately the same is made available by the Local or other Authority at the sole expense of the disponees to connect the said buildings to a main drainage and sewage disposal system and the disponees shall be bound to share in the cost of upkeep of said drainage system so far as it is mutual, the share of such cost payable by the disponees to be determined falling agreement by a single Arbitrator mutually chosen or appointed as hereinbefore provided; (Sixth) except in so far as herein expressly provided the disponees shall be bound in all time to free and relieve the Landowners of all or any liability and expense in respect of any buildings and others erected or to be erected on the subjects, the said fences, water, drainage and sewage system and the making and maintaining of any roads, footpaths, kerbs and accesses, through, ex adverso or serving the same; and (Lastly) the disponees shall be bound to make this Disposition and the whole title deeds of the subjects forthcoming to the Landowners for a reasonable time on all necessary occasions when required and that free of expense to the Landowners; Declaring that these presents are granted and accepted subject to all the conditions, provisions and others hereinbefore written and also subject to all regulations as to buildings, drainage, roads, footpaths, levels and others laid down from time to time by any appropriate authority or Government Department; All which conditions, provisions, declarations, restrictions, obligations and others are hereby declared to /-

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to be real burdens upon and affecting the subjects and to be binding on the disponees and are appointed to be engrossed or validly referred to in terms of law in all future conveyances and other transmissions and investitures of the subjects all under pain of nullity; WITH ENTRY as at the date hereof; And I assign the writs and I oblige myself to make the writs of the Lands and Estate of Gairloch to the extent of a legal progress available for examination in the offices of my Law Agents, Messrs. Clark, Oliver, Dewar and Webster, Solicitors, Arbroath, or in the offices of any other Law Agents who may be employed by me or my successors from time to time and that on all necessary occasions and free of expense to me and my foresaids and to take any person to whom the said writs may ultimately be delivered bound in like manner; And I assign the rents; And I bind myself and my foresaids to free and relieve the disponees of all feudalties due in respect of the subjects now and in all time coming and of all public burdens exigible from the subjects prior to the said date of entry; And I grant warrantice; 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 amount or value or the aggregate amount or value of the consideration exceeds Fifteen thousand Pounds; And I consent to registration hereof for preservation: IN WITNESS WHEREOF these presents typewritten on this and the three preceding pages together with the plan annexed are under declaration that the words "erected by them" occurring in the second line of Page Third and the word "animals" occurring in the thirty-second line of said page are all typewritten on erasures before subscription, subscribed for and on behalf of me the said John Alexander Mackenzie per my Attorney, Brigadier William Alexander Mackenzie, D.S.O., O.B.E., of Conan House aforesaid, acting under Power of Attorney by me in his favour dated the Twenty-sixth day of February and registered in the Books of Council and Session on the Seventh day of March both in the year Nineteen hundred and seventy-five, the said subscription being at Muir of Ord on the Thirtieth day of July Nineteen hundred and seventy-six before these witnesses Robert Robertson Hunter, Estate Accountant, and Helen Jane Laird Smeaton (subscribing her usual signature "Helen J. Smeaton")



*Alfred Wilson*

*Alfred Wilson Wilson*

*Wm Mackenzie Jr of Geiloch  
per his attorney*

*W. C. Mackenzie*

Register on behalf of the within named Kenneth Mackenzie in the  
Register of the County of Ross and Cromarty.

*JES Mackenzie*

Solicitor, Inverness, Agent.

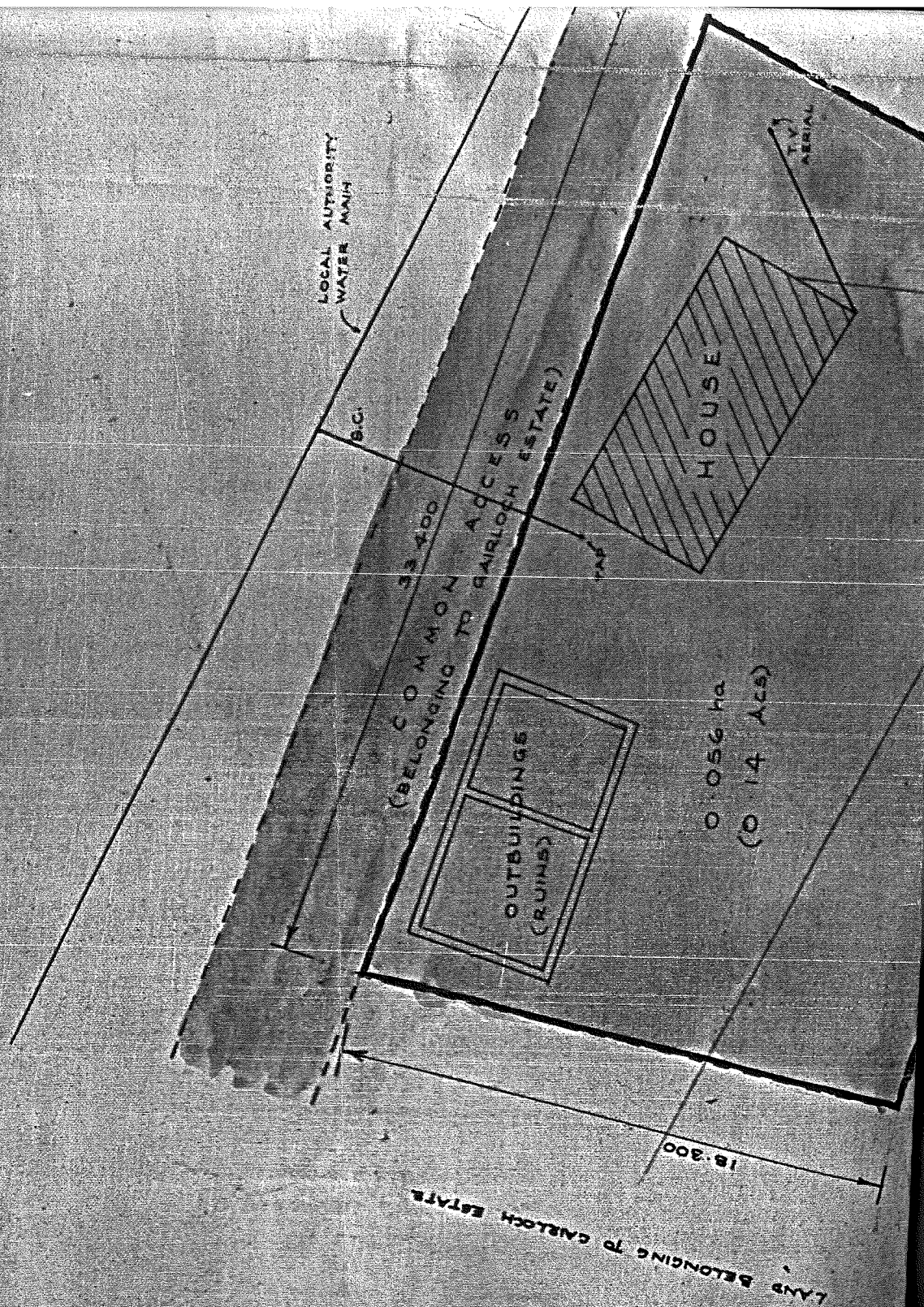


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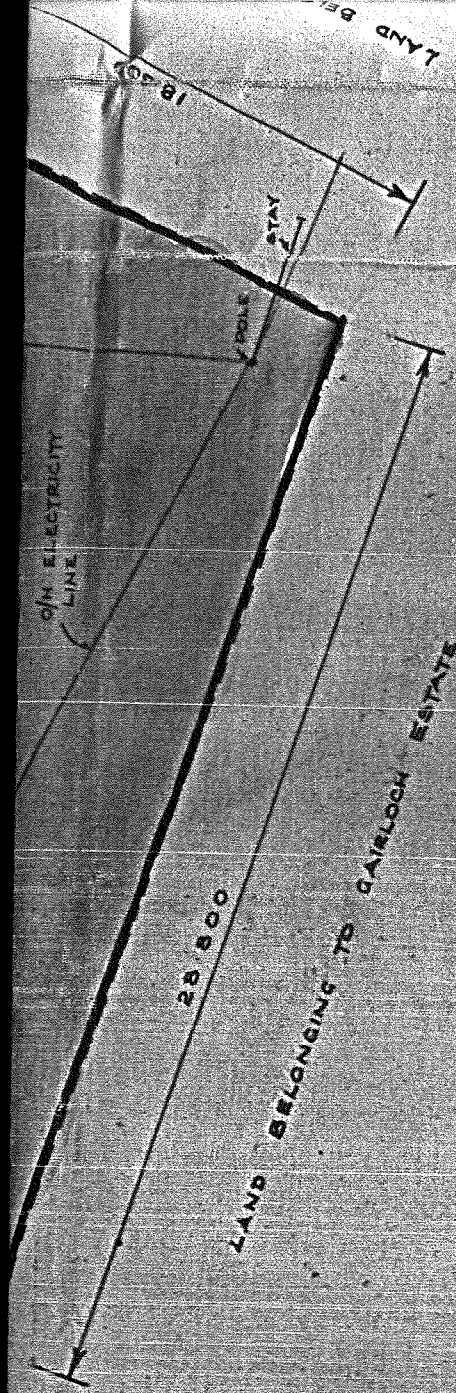
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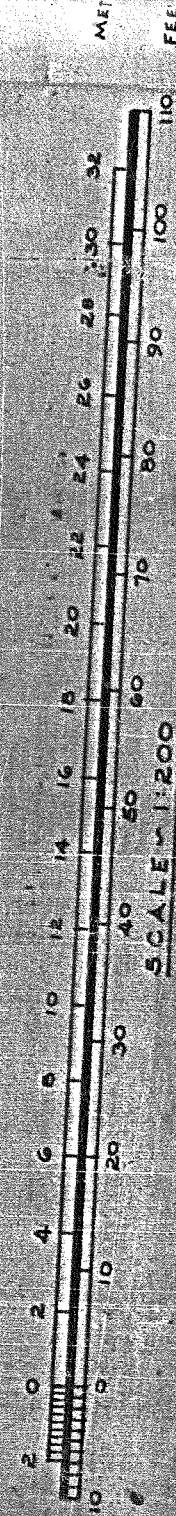






METRES

FEET



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PLAN No.	1	P2
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ACED	K.E.C.	
ITE	22.3.70	

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# GAIRLOCH ESTATE - ROS PORT HENDERS FEU TO KENNETH