



IT IS CONTRACTED AND AGREED between The Minister of Transport (hereafter called "the Minister") acting in exercise of such of the powers conferred by the Crown Lands Act Eighteen hundred and twenty nine and Crown Lands (Scotland) Act Eighteen hundred and thirty three and Crown Lands Act Eighteen hundred and fifty two or any other Act as transferred to the Board of Trade by the Crown Lands Act Eighteen hundred and sixty six and were lately vested in the Minister of War Transport and are now vested in the Minister by virtue of the Minister of War Transport (Dissolution) Order Nineteen hundred and forty six made under the Ministers of the Crown (Transfer of Functions) Act Nineteen hundred and forty six, on the one part and [REDACTED] of Tighnabruaich House, Tighnabruaich, Argyllshire (hereinafter called "the tenant") on the other part in the manner following, to wit: is to say, the Minister on behalf of His Majesty doth by these presents set and in tack and assedation let unto the tenant and his heirs assigns and subtenants whomsoever ALL AND WHOLE that piece of land being part of the foreshore of the Kyles of Bute below high-water mark situate immediately to the north of the Tighnabruaich Burn in the Parish of Kilfinan, District of Cowal and County of Argyll which piece of land is delineated and coloured red on the plan annexed and signed as hereto and is together with any building or work erected or to be hereafter erected thereon (unless the context otherwise requires) hereinafter referred to as "the subjects hereby let" and that for a period of thirty one years from and after the term of Lammas Nine hundred and forty eight which is hereby declared to be the term of the tenant's entry hereunder. Excepting nevertheless and always reserved to the King's Majesty and His Successors, out of this present lease full and free right for Him and Them and for all persons by His Majesty's permission (which permission shall be deemed to have been granted) the/

REGISTERS OF SCOTLAND.

H.M. CHANCERY

Edinburgh. 15th July 1949.

This is a true and correct copy of the original.

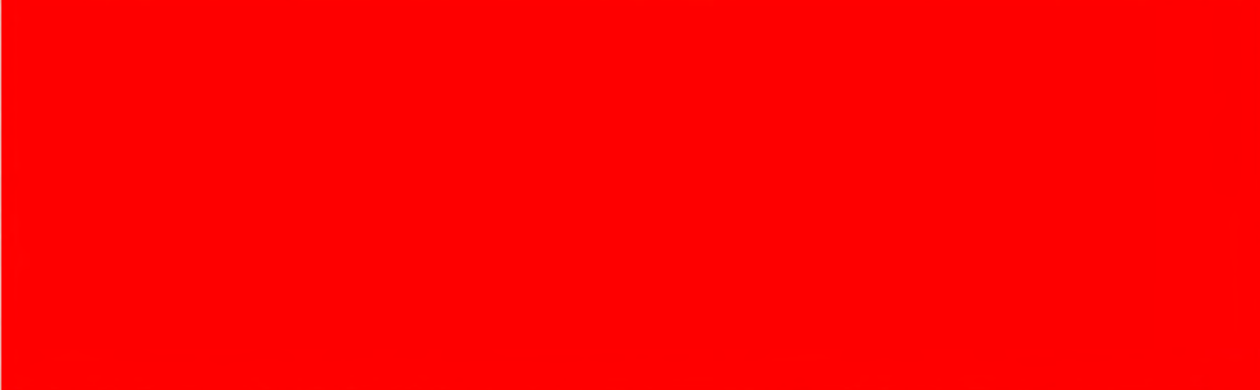
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(with plan) lodged.

No. 154. Vol. 7X.

By the Keeper.

the same is shown to have been expressly refused, withheld or withdrawn) to ride, drive, walk or otherwise pass to and fro over, and to fish and bathe upon, and to gather sea-weed or ware from the subjects hereby let, and to land thereon goods and passengers from vessels and boats and to embark therefrom goods and passengers in vessels and boats, but so that erections or works constructed or placed on the subjects hereby let with the consent and approval of the Minister as hereby provided, shall not be prejudiced or interfered with by reason of the aforesaid exception and reservation. And also excepting and always reserving as aforesaid all rights of way and access to or over the subjects hereby let now existing by means of any public road, footpath, bridge or other means or by means of any road, footpath or bridge shown on the said plan hereto annexed as made or intended to be made. And also excepting and always reserving to the King's Majesty and His Successors and to the Minister and any other body or person duly authorised in right of the King's Majesty or His Successors or the Minister full right to enter on the subjects hereby let, and remove therefrom all buildings, works or erections which may have become dilapidated or abandoned or which may have been constructed without the consent or approval hereby required thereto, or which may in the opinion of the Minister be injurious to navigation or the public interest and to restore the site to the former or proper condition thereof, and to erect or construct any buildings or works which may, in the opinion of the Minister be required for the purpose of navigation or the public interest/



interest. And also excepting and reserving to the King's Majesty and His Successors the whole mines, metals, minerals and fossils within or under the subjects hereby let but excepting all coal and mines of coal, together with such rights as became annexed thereto which were vested in the National Coal Board on first January Nineteen hundred and forty seven in virtue of the provisions of the Coal Industry Nationalisation Act Nineteen hundred and forty six, with full power and liberty to His Majesty and His Foresaids or any person authorised by Him or Them to search for, work, win, raise, calcine and carry away the said mines and others (excepting as aforesaid) and to do everything necessary for all or any of these purposes, but upon payment always to the tenant and his foresaids of all loss or damage which they may sustain from the exercise of the said power as the said loss or damage shall be ascertained by arbitration: Which lease with and under the reservations conditions provisions and declarations hereinbefore and after written the Minister binds himself to warrant at all hands: For which causes and on the other part the tenant binds himself and his foresaids conjunctly and severally to make payment during the said period unto the King's Majesty or His Successors of the yearly rent of three pounds to be paid to the Minister at the office of the Ministry of Transport in London by yearly payments on the twenty ninth day of September in every year, free from all deductions on account of present or future landlords' or tenants' taxes, rates, charges or impositions, except landlord's property tax, the first yearly payment to be made on the twenty ninth day of September Nineteen hundred and forty nine and the next yearly payment on the twenty ninth day of September Nineteen hundred and fifty and so forth yearly thereafter during the currency of this lease payment of the rent for the last year of the said period to be made on the twenty ninth day of September next preceding the expiration/

expiration of the said period, with a fifth part more of each yearly payment as liquidate penalty in case of failure and interest at the rate of five per cent from date of payment during the non-payment of the same. And also will pay the land tax, and all other present and future landlords' and tenants' taxes, rates charges and impositions, except landlord's property tax, payable in respect of the subjects hereby let or by the landlord or tenant on account thereof. And also will not, without the consent in writing of the Minister first obtained erect or place on the subjects hereby let any building or work. And also will, in case the Minister shall consent to any building or work being erected or placed on the subjects hereby let, erect, place and construct the same according to such plan and under such restrictions and regulations as may be approved in writing by the Minister and not otherwise. And also will not, in case any such building or work shall have been so erected or placed on the subjects hereby let, at any time alter or extend the same without the like consent and approval of the Minister having been first obtained. And also will not, without the consent in writing of the Minister first obtained, place any materials or do any other act on the subject hereby let, which may in the opinion of the Minister prejudice or obstruct or tend to prejudice or obstruct navigation or be or become injurious to the public interest. And also will not commit or suffer any waste, spoil or destruction on the subjects hereby let. And also will at all times during the term hereby granted, keep the subjects hereby let in a good and proper state of repair and in proper condition, free from all defects injurious/

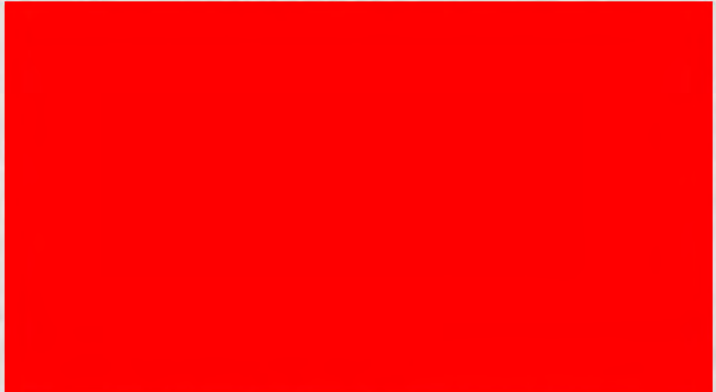
injurious to navigation or the adjacent lands or the public interest. And also will during the whole time of constructing, altering or extending any work upon the subjects hereby let, and also after the completion thereof, exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Minister shall from time to time require. And also that it shall be lawful for the King's Majesty and His Successors and the Minister and any persons duly authorised by Him or them, from time to time and at all reasonable times, to enter into and upon and inspect the subjects hereby let and the state and condition thereof, and of any want of repair or of any defect to give notice, and to place such notice in some conspicuous position upon the subjects hereby let, and that the tenant or his foresaids will on receipt of any such notice or upon any such notice being placed in some conspicuous position on the subjects hereby let, forthwith and within three calendar months from the giving or placing of such notice restore the subjects hereby let to a proper state and condition and substantially and properly and to the satisfaction of the Minister execute the repairs and amendments and remove the defects specified in such notice. And also will pay to the King's Majesty or His Successors all expenses incurred by the King's Majesty or His Successors or the Minister or any persons duly authorised as aforesaid of and incidental to any inspection of the subjects hereby let and the preparation of the notice mentioned in the last preceding clause and of and incidental to the superintendence or supervision of the execution of the repairs and amendments and removal of defects when the subjects hereby/

hereby let are found on such inspection to be out of repair and notice has been given or placed as mentioned in the last preceding clause. And also that it shall be lawful for the King's Majesty or His Successors and the Minister and any persons duly authorised as aforesaid at any time to enter upon the subjects hereby let, and to remove therefrom and abate all buildings works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent or approval hereby required thereto or which may in the opinion of the Minister be injurious to navigation or the public interest and to restore the site to the former or proper condition thereof and to erect or construct any buildings or works which in the opinion of the Minister may be required for the purpose of navigation or the public interest. And also will pay to the King's Majesty or His Successors all expenses incurred by the King's Majesty or His Successors or the Minister or any persons duly authorised as aforesaid of and incidental to a survey of the subjects hereby let, preparatory to the erection or construction of buildings or works or of or incidental to any consent or approval hereby required to be given thereto or which may be incurred in removing buildings, works or materials which may have become dilapidated or been abandoned or which may have been constructed without the consent or approval hereby required or which may in the opinion of the Minister be injurious to navigation or the public interest, and all other/

other expenses incurred in restoring the said subjects to the former or proper condition thereof. And also will not in any way hinder or obstruct the due exercise and enjoyment of any other right or privilege hereby excepted and reserved. And also will cause all assignations and subleases of the subjects hereby let, or any part thereof to be minuted within six calendar months after the date thereof in the office of His Majesty's Chancery in Scotland. And also will at the expiry or earlier termination of the lease hereby granted deliver up the subjects hereby let to the King's Majesty or His Successors in good and substantial repair and proper condition, having regard to the erections and works to be authorised pursuant to the provisions of these presents. Provided always that if the rent hereby stipulated shall remain unpaid for twenty-one days after any day hereby appointed for payment thereof, whether legally demanded or not, or in case of failure in the observance or performance of any provision herein contained and on the part of the tenant or his foresaids to be observed and performed or if the tenant or any assignee or subtenant of the tenant while the subjects hereby let or any part thereof or any interest therein shall be vested in him shall become bankrupt or make any arrangement or composition with his creditors or being a Corporation shall enter into liquidation whether compulsory or voluntary (other than a voluntary liquidation for purposes of amalgamation or reconstruction only) or if any act shall be done or suffered whereby the subjects hereby let or any part thereof shall without the assent of the Minister first obtained become vested in any person other than the/



the tenant or his foresaids or an executor, administrator, or legatee of the tenant or his foresaids or in case the tenant or his foresaids shall cease to be the owners or occupiers of the lands above high water mark adjacent to the subjects hereby let then and in any of such cases the lease hereby granted shall cease without any declarator or other process of law and without prejudice to any remedy of the King's Majesty or His Successors under any provision or agreement by the tenant herein contained. Provided also and it is hereby agreed and declared that if the King's Majesty or His Successors or the Minister shall at any time be desirous of purchasing the subjects hereby let or any part thereof for all the residue of the lease hereby granted then the tenant or his foresaids shall sell the same to the King's Majesty or His Successors at such price as shall be agreed or if not agreed as shall be ascertained by arbitration under the provisions of the Lands Clauses Consolidation (Scotland) Act Eighteen hundred and forty five, with respect to the purchase of lands otherwise than by agreement and on payment of the purchase money so ascertained the subjects hereby let shall be surrendered to the King's Majesty or His Successors to the extent that the lease hereby granted may merge and be extinguished. And the tenant hereby declares that he accepts the lease hereby granted as effectual only to the extent of such estate right or interest in/



in the subjects hereby let as may be vested in the King's Majesty at the date of these presents. And the parties hereto consent to the registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the eight preceding pages are, together with the plan annexed, executed in triplicate by the parties hereto as follows, videlicet:- by the said [REDACTED] at Glasgow on the twentieth day of June Nineteen hundred and forty nine before these witnesses [REDACTED] Secretary, and [REDACTED] [REDACTED], Clerk, both at Eight hundred and forty seven Duke Street, Glasgow; and they are sealed with the Official Seal of the Minister of Transport and subscribed for and on his behalf by [REDACTED] [REDACTED], a person authorised by the Minister both at London on the first day of July in said year before these witnesses [REDACTED] [REDACTED] and [REDACTED], both Civil Servants, Ministry of Transport, Berkeley Square, London.

Witness
Witness

15108
W.J.H.



The Tighnebrugh

Post Office

Post office

Public Road

The Tighnebrugh Hotel

KILFINAN PARISH

Scale of Feet

10 0 10 20 30 40 50 100 150 200

This is the plan referred to in the

W.H.

FORE

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between

The Minister of Transport

and



1949

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Of foreshore of the Kyles of
Bute at Tighnabruaich -
Parish Kilfinan - County Argyll

Rent £3 per annum

Term 31 years from Lammis 1948