

XFILES DATA

P1101

TYPE: ACQ

SITUATION: RAVELSTON WOOD

DESCRIPTION: 20.75 AC

ACCOUNT: PLANNING

DOS: 07/03/95

PRICE: 20750

DOE: 07/03/95

GRANTEE: BOLAND SCOTTISH PROPERTIES LTD

OTHER INFO: PURCHASE PRICE = £20750 (+ PER MESSRS MENZIES DOUGAL
W.S. LEGAL AND SURVEYORS EXPENSES OF £6545.92)

FILE REF: 15732

TITLE ☐ PLAN ☒ BEN PROP ☐

THE CITY OF EDINBURGH DISTRICT COUNCIL
Department of Recreation

ITEM NO 6

OUR REF R2/WB/JS

YOUR REF

DATE 28 August 1979



TO: PHYSICAL RECREATION SUB-COMMITTEE
REPORT NO. 64/1979 BY DIRECTOR OF RECREATION

RAVELSTON WOOD

At the last meeting of the Physical Recreation Sub-Committee, I was instructed to report on the present position regarding Ravelston Wood.

At a previous meeting, I reported that the following costs would require to be incurred on upgrading, making safe the woodland and on the annual maintenance thereafter.

Initial Upgrading etc. Works ...	£5,600
Annual Maintenance ...	£6,000

After this meeting, the Committee visited the Wood and I was instructed to look further into the costs which we had produced. These costs have been checked and if this was to be made into a public park these are the minimal costs necessary.

A representative of Bolands has had a meeting with the Chairman and Councillor Mrs Knox at which they put forward a proposal that Ravelston Wood should be re-zoned as a private open space on the understanding that they would provide ground as an extension to the present Craigcrook Park. A copy of the plan showing the extension will be available at the Sub-Committee.

The area of ground suggested for the extension has been inspected and it is in the main that part of the wood which forms a steep slope down to the park. It is well covered with trees and because of this and the steep gradients, its development would be very limited. However, a footpath could possibly be laid through it which could eventually be designated as a dog walk and if at some future time legislation is altered, a ban could be imposed on dogs being allowed into the other part of the park.

I have discussed this matter with the Director of Planning who still is of the view that Ravelston Wood should be zoned as a public amenity open space.

I /

IF PHONING OR CALLING ASK FOR
TELEPHONE 031-225 2424 EXT

Please address reply to
DIRECTOR OF RECREATION
CITY CHAMBERS

RAVELSTON WOOD (Continued)

I am reluctant to recommend to the Committee that in the present financial climate we should take over the whole of Ravelston Wood as a public open space. However, if Bolands are prepared to lay out this extension which would require a boundary wall or fence, the laying of footpaths and some remedial work on the trees, I would be prepared to accept their offer if the Committee so desire to alter their decision that the park and woodland area should be retained as a public open space.

W. Bell
W BELL
Director

Public Open Space Grant

Cupboard 28
shelf 5

13 MAR 1995
10017
FEE A£55.00

FEU DISPOSITION

by

BOLAND SCOTTISH PROPERTIES
LIMITED

in favour of

THE CITY OF EDINBURGH
DISTRICT COUNCIL

135
120

1995

Subjects:- Part of Ravelston
Estate, Ravelston, Edinburgh

MENZIES DOUGAL WS
DMM/BW/BOL01917
D:\WPDATA\DISPS\RAVELSTON.BSP

Menzies Dougal WS
12 Brunterfield Crescent
Edinburgh EH10 4HA
RE Box ED36 FAS 4936

Lead Service
Edinburgh District Council
City Clerk, High St.
Edinburgh
FAS 124E

WE, BOLAND SCOTTISH PROPERTIES LIMITED, incorporated under the Companies Act 1985 and having our Registered Office at Forty Nine Northumberland Street, Edinburgh, heritable proprietors of the subjects hereinafter disposed, (we and our successors in the Superiority thereof being hereinafter referred to as "the Superiors") IN CONSIDERATION of the price of TWENTY THOUSAND SEVEN HUNDRED AND FIFTY POUNDS (£20,750) STERLING paid to us by The City of Edinburgh District Council incorporated under the Local Government (Scotland) Act 1973 and having their principal office at City Chambers, High Street, Edinburgh and of the whole prestations hereinafter specified or referred to HEREBY SELL AND IN FEU FARM DISPONE to the said The City of Edinburgh District Council and their successors and assignees whomsoever (the said The City of Edinburgh District Council and their successors in the ownership of the said subjects being hereinafter referred to as "the Feuars") heritably and irredeemably ALL and WHOLE that area of ground extending to Twenty acres and seventy five decimal or one hundredth parts of an acre or thereby Imperial Measure, forming part of Ravelston Estate, Ravelston, in the City of Edinburgh District of Lothian Region and for the purposes of registration of writs in the County of Midlothian and being the area of ground shown delineated in red, blue and green on the plan annexed and executed as relative hereto (which plan, hereinafter referred to as "the Title Plan") (which subjects hereby disposed are hereinafter referred to as "the Feu"); Together with the buildings and the whole other erections on the Feu, the heritable fixtures and fittings therein and thereon, the whole rights, common, mutual and exclusive pertaining thereto, the whole parts, privileges and pertinents thereof and our whole right, title and interest, present and future, in and to, the dominium utile thereof; Which Feu forms part and portion of ALL and WHOLE that area of ground forming part of Ravelston Estate aforesaid extending to Twenty eight acres and one decimal or tenth part of an acre or thereby Imperial Measure lying generally to the south of Craigcrook Road, Edinburgh, and being the subjects more particularly described in, disposed under exception by and shown delineated by a broken red line on the plan annexed and executed as relative to Disposition by T. Boland & Co. Limited in favour of Boland Land & Properties Limited dated Twenty first December Nineteen hundred and Eighty nine and recorded in the Division of the General Register of Sasines applicable to the County of Midlothian on Twenty eighth February Nineteen hundred and Ninety; But the Feu is hereby disposed ALWAYS WITH AND UNDER (FIRST) so far as valid, still subsisting and applicable thereto and not implemented, departed from or discharged, the reservations, conditions, obligations and others specified in Disposition by the Trustees of Miss Mary Anne Georgina Murray Gartshore in favour of Mrs Norah Kathleen Clark or Clark and another dated Sixth and eighth and recorded in the said Division of the General Register of Sasines on Twenty ninth, all days of April, Nineteen hundred and Sixteen; and (SECOND) the reservations, burdens and conditions, specified in the Schedule annexed and executed as relative hereto

MID 950 589

REGISTERS OF SCOTLAND
GENERAL REGISTER OF SASINES
COUNTY OF MIDLOTHIAN

Fiche 589 Frame 3
Presented and Recorded on 17.3. MAR. 1995

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which Schedule is hereby declared to form part of the dispositive clause of these presents and which reservations, burdens and conditions are hereinafter referred to as "the Feuing Conditions"); All of which Feuing Conditions are hereby declared to be real burdens and conditions upon and affecting the Feu and are hereby appointed to be inserted at full length or validly referred to in all future writs, transmissions or investitures of the Feu or any part thereof on pain of nullity; With entry and vacant possession on Seventh March Nineteen hundred and Ninety five; To be holden the Feu of and under us and our successors as immediate lawful superiors thereof in feu farm fee and heritage forever; And we grant warrandice; And we 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 SIXTY THOUSAND POUNDS (£60,000): IN WITNESS WHEREOF these presents typewritten upon this and the preceding page are, together with the Schedule and plan annexed hereto, subscribed for and on behalf of the said Boland Scottish Properties Limited by David Boland, their Director, and Peter David Aiken, their Secretary, at Edinburgh on the Seventh day of March Nineteen hundred and Ninety five.

DBoland
PDAiken

REGISTER on behalf of the within named THE CITY OF EDINBURGH DISTRICT COUNCIL in the REGISTER of the COUNTY of MIDLOTHIAN.

Sean S. McClure
SOLICITOR, EDINBURGH
AGENT

MID 950 589

4

SCHEDULE OF FEUING CONDITIONS REFERRED TO
IN THE FOREGOING FEU DISPOSITION

INTERPRETATION

1. Words and expressions defined in the foregoing Feu Disposition shall have the same meaning in this Schedule.
2. "month" means calendar month.

1. RESERVATION OF MINERALS

There are reserved (FIRST) to the National Coal Board and their statutory successors the whole coal, mines of coal and other minerals in or under the Feu and interests therein now vested in the said Board or their statutory successors; and (SECOND) to the Superiors, the whole metals, minerals and substances, capable of being worked commercially in and under the Feu other than those vested in the said Board and their statutory successors as aforesaid and other than those vested in other parties in terms of the title deeds, with full power to the Superiors and any persons to whom they may communicate the right to work, win and carry away the same, but without entering on the surface of the Feu, the Superiors or such other persons being bound to pay to the Feuars compensation for all damage to the surface of the Feu and the buildings and erections thereon that may be occasioned by any such workings as such damage shall, failing agreement, be determined by an arbiter to be mutually chosen or, failing agreement, to be appointed on the application of either party by the Sheriff of Lothian and Borders at Edinburgh.

2. PERMITTED USE

The Feu shall be used for the purposes of woodland recreation and activities incidental thereto but excluding the following uses:- (a) the shooting of game or any other type of shooting, including clay pigeon shooting; (b) target practice with weapons of any kind; (c) war games or any other activity whatsoever involving the use of weapons which fire any kind of ammunition, whether live, artificial or otherwise. The Feuars shall be entitled to erect an information kiosk, toilet block, children's adventure playground or small car parking area to serve the woodland forming part of the Feu (hereinafter referred to as "the Feu Woodland") provided always that plans thereof are submitted in advance for the approval of the Superiors which approval shall not be unreasonably withheld.

3. DEVELOPMENT VALUE

- 3.1 Prior to the Feu or any part thereof being developed for purposes other than the permitted use defined in clause 2 hereof (such development being hereinafter referred to as "the Development") (the Feu, or the relevant part, as the case may be, being hereinafter referred to as "the Development Area") and irrespective of whether (a) the Feuars have obtained planning permission for the Development or (b) the Superiors are entitled as a matter of law to enforce the restriction on use contained in the said clause 2 hereof, the Feuars shall serve a written notice on the Superiors specifying the Development Area and the nature of Development (hereinafter referred to as "the Development Notice"). Not later than two months

after the date upon which the Development Notice is served upon the Superiors as aforesaid. the Superiors shall serve upon the Feuars a written notice intimating the Development Value as defined in sub-clause 3.3 of this clause.

- 3.2 In the event of the Development proceeding without a Development Notice being served as aforesaid, the Development Area shall be determined by the Superiors and the Superiors shall serve upon the Feuars a written notice intimating the Development Value which is payable in terms of this clause.
- 3.3 For the purposes of this clause, Development Value shall mean the value calculated in accordance with the formula:-

(A - B) x C where:-

A = open market value of the Development Area per acre to three decimal places at the date of the Development Notice or, as the case may be, the date upon which the Development Notice should have been served upon the Superiors in terms of sub clause 3.1 of this clause, such value to be based upon the assumption that planning permission in detail has been granted for the Development;

B = £1000 or the current market value for woodland per acre whichever is the higher.

C = acreage of the Development Area to three decimal places.

- 3.4 Provided that the Development Value intimated by the Superiors to the Feuars in terms of sub-clause 3.1 or sub-clause 3.2 hereof is acceptable to the Feuars the Development Value shall be paid to the Superiors not later than two months from the date of intimation of the Development Value.
- 3.5 In the event of the Feuars disputing the amount of the Development Value, notification of which dispute shall be made within two months from the date of intimation of the Development Value, the matter shall be determined by an Arbiter to be appointed by agreement between the Superiors and the Feuars or, in the event of disagreement, appointed on the joint application of the parties or on the application of either of them to the Chairman or Senior Office Holder for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. The Arbiter shall be a person who, in the opinion of the appointer, shall possess sufficient knowledge of land values in the Edinburgh area and shall be competent to give a reliable opinion on the question referred to him.
- 3.6 Within one month from the date upon which the Arbiter is appointed as aforesaid, the Superiors and the Feuars shall each be entitled to submit to the Arbiter written valuations, statements and other evidence relating to or supporting their assessment of the Development Value, in which event they shall at the same time deliver to the other party a copy of all such valuations, statements and other evidence submitted as aforesaid. The Arbiter shall, if so requested by written

notice from either party, a copy of which shall be served on the other, received within six weeks from the end of the lastmentioned period of one month, hold a hearing at which both parties may be heard and if present cross examined, at such time or times and in such locations in Edinburgh as the Arbiter acting reasonably shall appoint for that purpose.

3.7 Unless the Arbiter directs otherwise, (a) each party shall pay his own expenses in connection with the arbitration and (b) the fees, including outlays of the Arbiter, shall be paid by the parties in equal shares.

3.8 Section 3 of the Administration of Justice (Scotland) Act 1972 is hereby excluded.

3.9 In the event of the Development Value being referred to arbitration as aforesaid, interest shall be due on the Development Value from the date occurring two months after the date upon which the Superiors have served upon the Feuars a written notice intimating the development value in terms of sub-clause 3.1 or sub-clause 3.2 of this clause until payment at the Base Rate of the Bank of Scotland in force from time to time. In the event of the Feuars refusing or delaying to make payment of the Development Value within one month from the date upon which the Feuars receive the Arbiter's written decision, interest shall be due on the Development Value from the expiry of the said period of one month until payment at four per centum above the said Base Rate.

3.10 In all other cases, in the event of the Feuars refusing or delaying to make payment of the Development Value on the due date of payment under sub-clause 3.4 of this clause, interest shall be due on the Development Value from such date until payment at four per centum above the said Base Rate.

4. RIGHT OF PRE-EMPTION

It shall not be in the power of the Feuars or any person having power of sale of the Feu or any part thereof to sell, alienate or dispose of the Feu or any part thereof to any person until they have first offered the same in writing to the Superiors at such price and on such other conditions as any other person shall have offered for the same, the Superiors being bound to intimate in writing acceptance or refusal of the offer within twenty one days after the offer shall have been received by them. Provided always that in the event of an organisation being set up to administer the Woodland being an organisation which is either part of or under the control of the Feuars, any conveyance or transfer of the Feu or any part thereof to such organisation shall not entitle the Superiors to exercise the right of pre-emption contained in this clause.

5. ACCESS POINTS

The Feuars shall take vehicular access to the Feu only from Queensferry Road at Blackhall East Lodge, the gate of which shall be kept locked by the Feuars at all times

except for purposes of vehicular access as aforesaid. The Feuars and others authorised by them to use the Feu or any part thereof shall take pedestrian access to the Feu only from Blackhall East Lodge or Craigcrook Park. In particular but without prejudice to the foregoing generality, no pedestrian or vehicular access shall be taken to the Feu or any part thereof from Ravelston Dykes Road.

6. ERECTION AND MAINTENANCE OF FENCING

6.1 The Feuars shall be bound to erect within three months from the date of entry to the Feu, post and wire fencing or fencing of such other specifications as shall be approved in advance by the Superiors along all of the boundaries of the Feu except where such boundaries are at present formed by walls or are securely fenced. The Feuars shall also be bound to erect within the same period along the boundary lines coloured blue on the Title Plan, a fence comprising metal angle fence posts two metres in height set in concrete with PVC covered chain linked fencing between the said posts. Such fence posts shall be galvanised, primed and painted black using a polyester powder coating process and the chain linked fencing shall be of such colour to be approved in advance by the Superiors or alternatively such fencing to be erected along the said boundary lines coloured blue shall be of such specifications as shall be approved in advance by the Superiors.

6.2 In the event of the Feuars failing to erect the said fencing within the time limit specified in sub-clause 6.1 of this clause, the Superiors shall be entitled to erect such fencing and to recover the full cost thereof, including Value Added Tax, from the Feuars together with interest at the rate of four per centum per annum above the Base Rate of the Bank of Scotland in force from time to time during the period from fourteen days after the date of demand until the date of payment.

6.3 Such fencing shall be erected wholly upon the Feu and shall be erected, maintained, repaired and, where necessary, renewed by the Feuars at their sole expense.

7. MAINTENANCE OF BOUNDARY WALLS

The Feuars shall be bound at their own expense to maintain the boundary walls forming part of the Feu in good condition and repair and, if necessary, to renew the same.

8. ERECTION OF GATE:- RIGHT OF ACCESS

The Feuars shall be bound to erect not later than three months after the date of entry to the Feu, a gate at a position along the boundary line shown coloured green on the said plan. Such gate shall be maintained, repaired and, where necessary, renewed by the Feuars at their sole expense. Keys to such gate shall be given to the owners of the subjects at present known as 35 Ravelston Dykes Road, Edinburgh, and 37 Ravelston Dykes Road, Edinburgh, and there shall be reserved in favour of the owners for the time being of the said properties, heritable and irredeemable servitude rights of pedestrian access to the Feu by means of the said gate.

9. RESERVATION OF RIGHTS OF ACCESS IN FAVOUR OF MARY ERSKINE SCHOOL AND THE SUPERIORS

9.1 There shall be reserved in favour of the owners of the subjects at present known as the Mary Erksine School, Ravelston, Edinburgh, heritable and irredeemable servitude rights of pedestrian access for the pupils and teachers and other staff of the said School over the main driveway forming part of the Feu from Blackhall East Lodge, Queensferry Road, to the said School.

9.2 There shall be reserved to the Superiors heritable and irredeemable servitude rights of pedestrian and vehicular access to the Feu by means of the said driveway, subject always to the prior consent of the Feuars, which consent shall not be unreasonably withheld.

9.3 The said driveway shall be maintained, repaired, and where necessary renewed, by the Feuars at their sole expense declaring that neither the owners of the said School nor the Superiors shall be bound to contribute in any way to the cost of such maintenance, repair or renewal.

10. RANGER SERVICE, WOOD HUSBANDRY, COLLECTION OF LITTER ETC

10.1 With reference to the Feu Woodland, the Feuars shall at their own expense provide a Ranger Service consistent with the service at present provided by the Feuars in connection with other woodland areas in the City of Edinburgh District. In particular but without prejudice to the foregoing generality, the Feuars shall ensure that the Feu Woodland is visited daily by the Ranger Service.

10.2 With reference to the Feu Woodland, the Feuars shall carry out at their own expense a programme of wood husbandry consistent with programmes carried out at other woodland areas in the City of Edinburgh District. In particular but without prejudice to the foregoing generality, the Feuars shall ensure that litter is cleared from the Feu Woodland at least once each month. In the event of the Superiors giving written notice to the Feuars to the effect that an accumulation of litter has occurred in any particular part of the Feu, the Feuars shall be bound to clear such litter within seven days or such longer period as may be specified by the Superiors from the date upon which such notice is received by them.

11. IRRITANCY

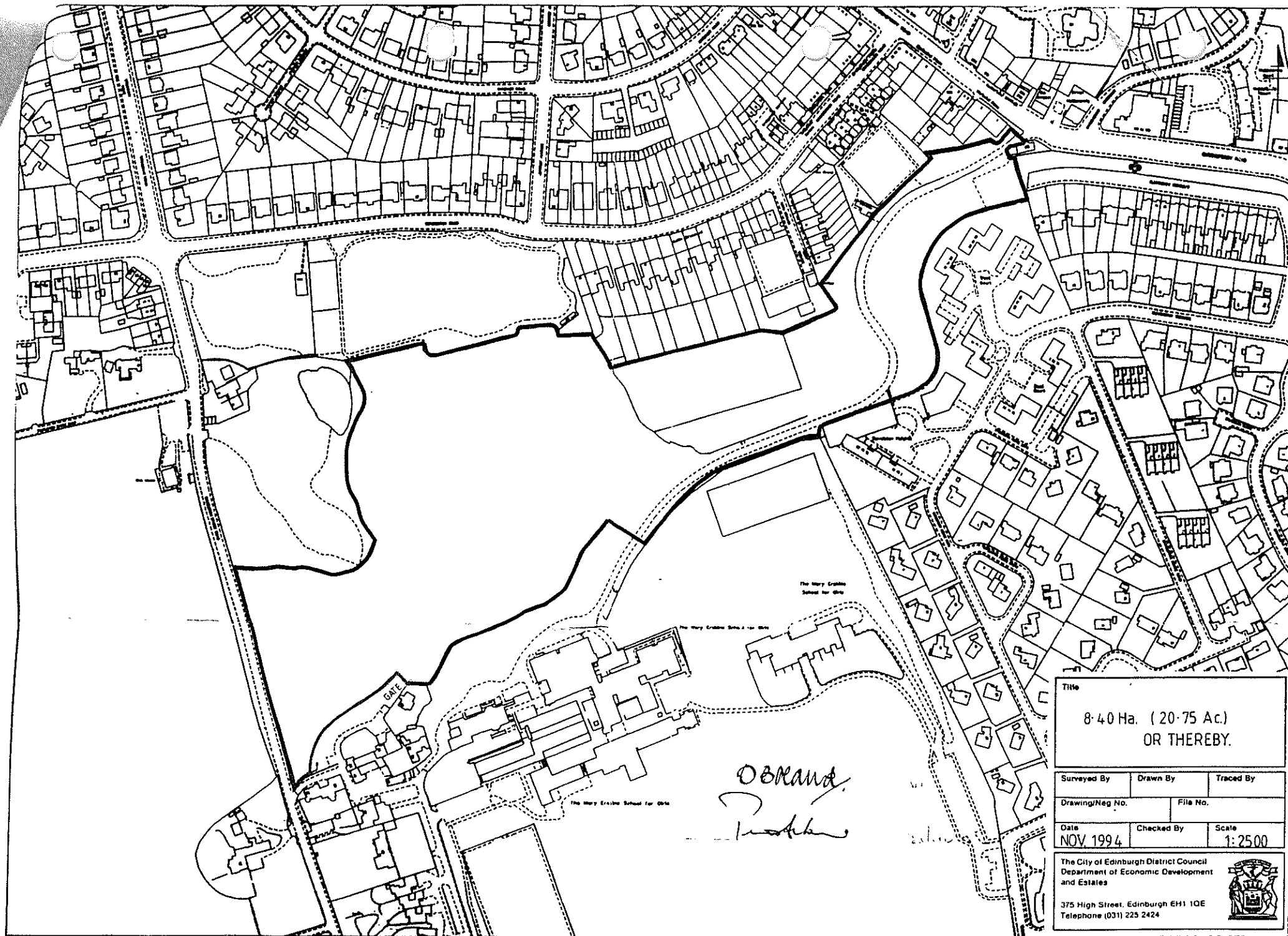
In the event of the Feuars contravening or failing to implement any of the foregoing Feuing Conditions, these presents and all that may have followed thereon shall in the option of the Superiors become null and void and the Feuars shall forfeit their whole right, title and interest in and to the Feu which with all buildings thereon shall revert and belong to the Superiors free and disencumbered of all burdens as if these presents had not been granted.

12. -CLAUSE HEADINGS

The clause headings contained in this Schedule are inserted for convenience of reference and are deemed not to form part of this Schedule or the foregoing Feu Disposition nor shall they affect the construction thereof.

O Bland

P. Bland



Title		
8.40 Ha. (20.75 Ac.) OR THEREBY.		
Surveyed By	Drawn By	Traced By
Drawing/Neg No.		File No.
Date	Checked By	Scale
NOV 1994		1:2500
The City of Edinburgh District Council Department of Economic Development and Estates		
375 High Street, Edinburgh EH1 1QE Telephone (031) 225 2424		





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• EDINBURGH •

THE CITY OF EDINBURGH COUNCIL

CORPORATE SERVICES

LEGAL SERVICES DIVISION

Caroline Robertson
Countryside Ranger
The City of Edinburgh Council
Hermitage of Braid
69a Hermitage Road
Edinburgh EH10 6JF

Date 5 July 2007

Our Ref PT/JSM

Your Ref

Dear Caroline

Ravelston Wood and Quarry – boundary fencing

I refer to your email of 28 June, Boland's letter of 13 June and our various telephone conversations and enclose for your information a copy of the title conditions relative to Ravelston Woods together with a copy of the plan showing the extent of the Council's ownership. You may find conditions 2, 5, 8 and 10 to be of interest but the obligations regarding fencing and maintenance of boundaries are contained in Clauses 6 and 7. I am assuming that your records will disclose the form of fencing agreed with Boland Scottish Properties Limited at the time the land was acquired. The date of entry was 7 March 1995 and therefore presumably the specification for the fencing was agreed and the fencing erected sometime before 6 June 1995. It is clear from the title deed that the Council was to be solely responsible for the maintenance of all boundary fences and walls.

I should perhaps draw to your attention the provisions of the Mines and Quarries Act 1954 which provides at section 151(2) that "For the purposes of Part III of the Environmental Protection Act 1990, each of the following shall be deemed to be a statutory nuisance, that is to say:-

....c) a quarry (whether in the course of being worked or not) which-

- (i) is not provided with an efficient and properly maintained barrier so designed and constructed as to prevent any person from accidentally falling into the quarry; and
- (ii) by reason of accessibility from a road within the meaning of the Roads (Scotland) Act 1984, or a place of public resort, constitutes a danger to members of the public.

The Environmental Protection Act 1990 (sections 79-81) places a duty on every local authority to inspect their area to detect any statutory nuisances and where a complaint of a statutory nuisance is made to a local authority, to investigate that complaint. Where the local authority is satisfied that a statutory nuisance exists, it may serve a notice on the landowner requiring (a) the abatement of the nuisance

Council Solicitor – Gill Lindsay

If telephoning please call - Sheona McClure
Tel: 0131-529 4196 Fax: 0131-529 3660
sheona.mcclure@edinburgh.gov.uk

City Chambers, High Street, Edinburgh EH1 1YJ
Legal Post 1 – Edinburgh 8



INVESTOR IN PEOPLE

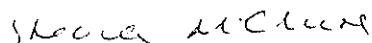
or prohibiting or restricting the (re) occurrence of that nuisance and (b) the execution of such works which may be necessary to achieve (a) and specifying the time in which the requirements of the notice are to be complied with. Non-compliance with such a notice is a statutory offence. The local authority may take whatever action is necessary in the execution of the notice if the owner fails to do so.

Boland Scottish Properties Limited as owners of Ravelston Quarry are obliged to fence off the quarry to prevent a statutory nuisance arising. To all intents and purposes they have passed this obligation on to the Council by way of the title conditions for Ravelston Woods. Boland are entitled as adjoining proprietor to enforce the title conditions. They have brought to the Council's notice their concerns about the condition of the boundary fence and the potential risks to persons able to breach that fence, given its present condition, and thus gaining access to the quarry. I agree that should a person accidentally fall into the quarry because they were able to breach the fence, given its unmaintained condition, the Council would find it difficult to absolve itself of any liability.

Finally, although the Land Reform (Scotland) Act 2003 confers a statutory right of access over land, this right only exists if it is exercised responsibly. It is not open to the Council to argue that members of the public have a right of access over the open ground forming the quarry area in Boland's ownership. Any such access would involve the breach of a fence which should be in place to form not only a physical boundary separating two different land-holdings but also a barrier to prevent any person from accidentally falling into the quarry (pursuant to section 151(2) of the Mines and Quarries Act 1954). It would not therefore constitute responsible access and in any event Section 6(1) of the 2003 Act provides that "the land in respect of which access rights are not exercisable is land to which public access is, by or under any enactment other than this Act, prohibited, excluded or restricted."

In my view therefore the Council has no option but to repair the fence in question to the specification originally agreed with Boland.

Yours sincerely



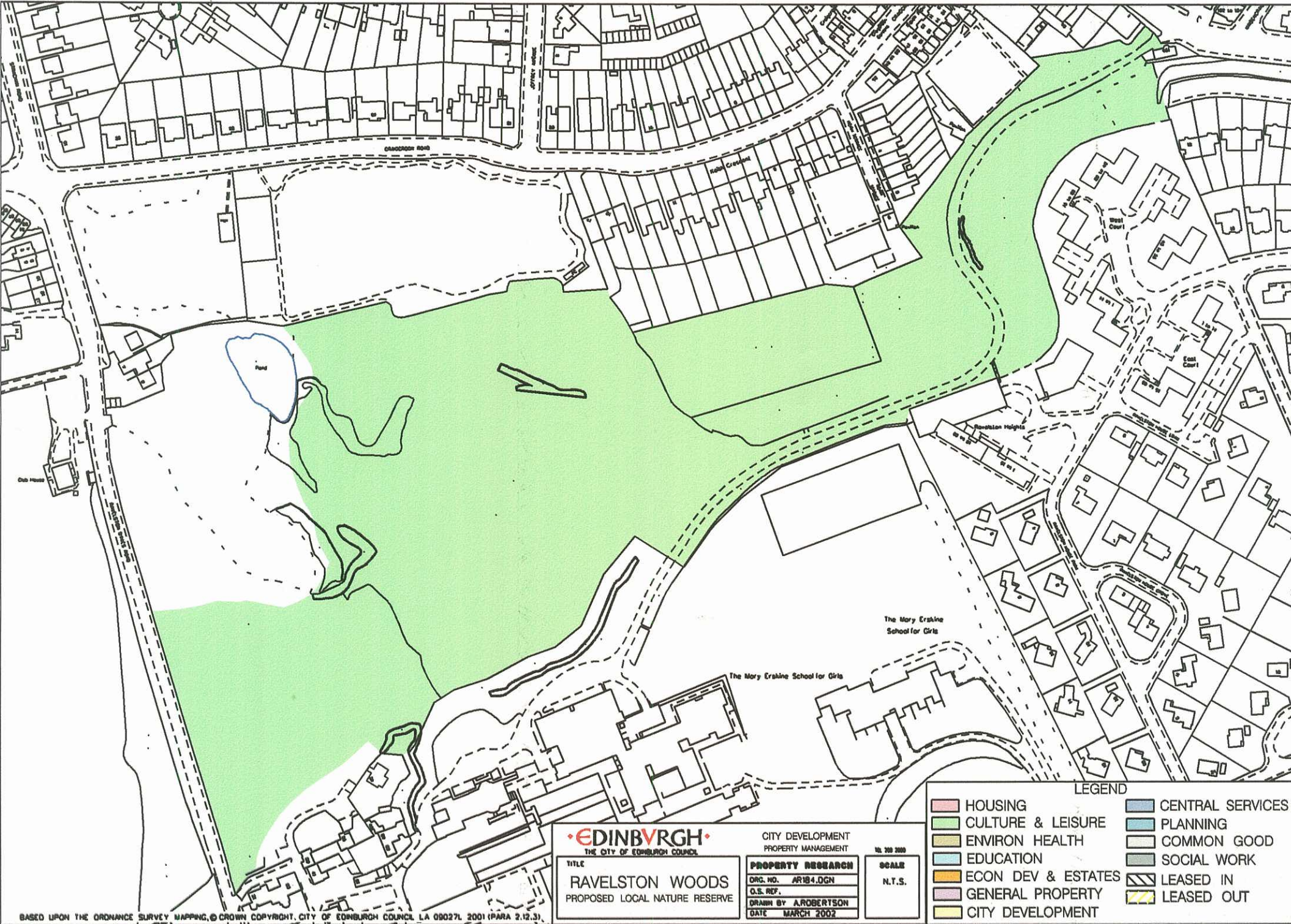
for Council Solicitor

Council Solicitor – Gill Lindsay

If telephoning please call - Sheona McClure
Tel: 0131-529 4196 Fax: 0131-529 3660
sheona.mcclure@edinburgh.gov.uk

City Chambers, High Street, Edinburgh EH1 1YJ
Legal Post 1 – Edinburgh 8

+1 add map.



BASED UPON THE ORDNANCE SURVEY MAPPING, © CROWN COPYRIGHT, CITY OF EDINBURGH COUNCIL LA 09027L 2001 (PARA 2.12.3)

EDINBURGH
THE CITY OF EDINBURGH COUNCIL

TITLE
RAVELSTON WOODS
PROPOSED LOCAL NATURE RESERVE

CITY DEVELOPMENT
PROPERTY MANAGEMENT

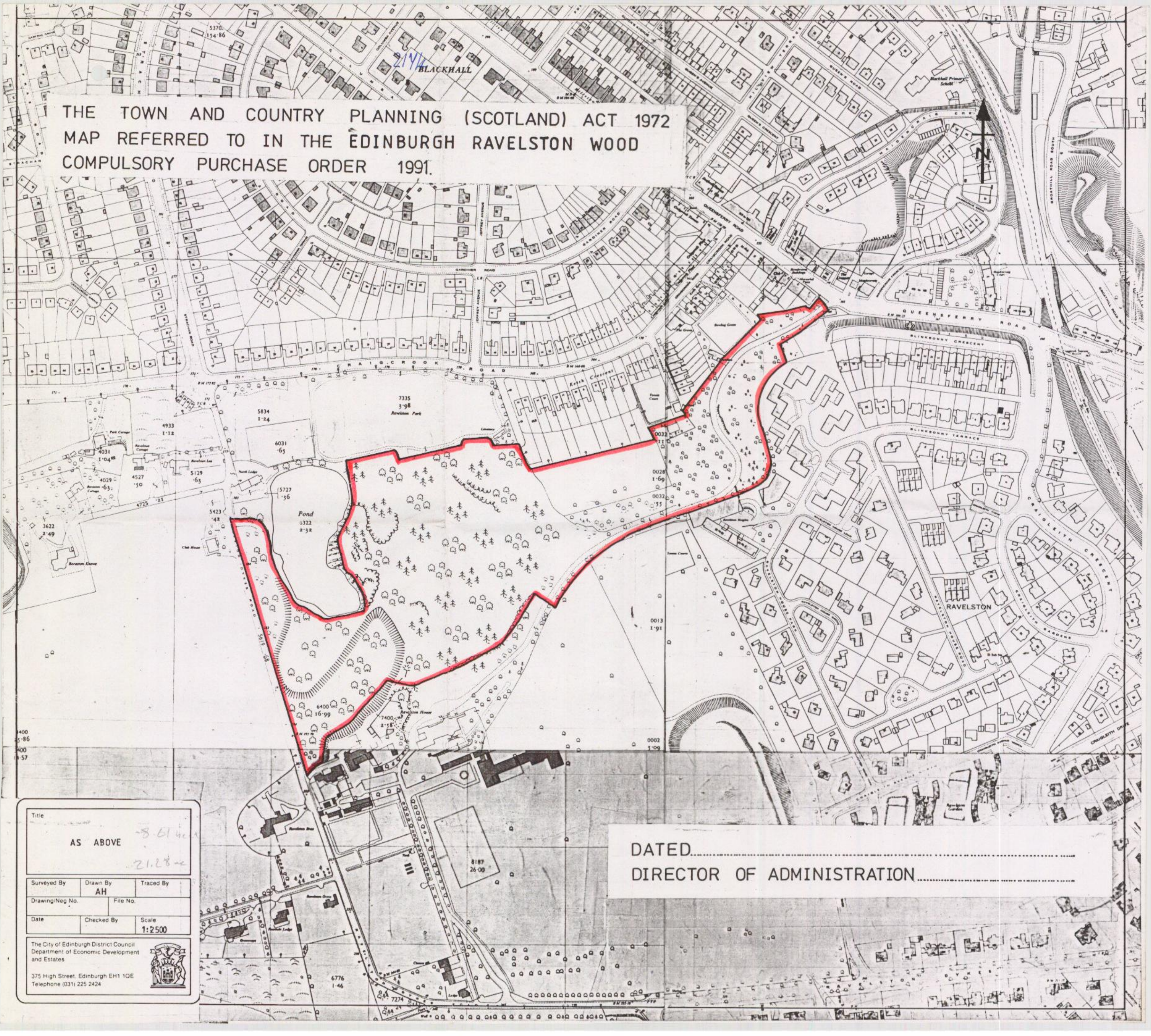
PROPERTY RESEARCH
ORG. NO. AR184.DGN
O.S. REF.
DRAWN BY A.ROBERTSON
DATE MARCH 2002

1:10,000
SCALE
N.T.S.

LEGEND

HOUSING	CENTRAL SERVICES
CULTURE & LEISURE	PLANNING
ENVIRON HEALTH	COMMON GOOD
EDUCATION	SOCIAL WORK
ECON DEV & ESTATES	LEASED IN
GENERAL PROPERTY	LEASED OUT
CITY DEVELOPMENT	

THE TOWN AND COUNTRY PLANNING (SCOTLAND) ACT 1972
MAP REFERRED TO IN THE EDINBURGH RAVELSTON WOOD
COMPULSORY PURCHASE ORDER 1991.



Title			
AS ABOVE			
21.28 ac			
Surveyed By	Drawn By	Traced By	
	AH		
Drawing/Neg No.	File No.		
Date	Checked By	Scale	
		1:2500	
The City of Edinburgh District Council Department of Economic Development and Estates			
375 High Street, Edinburgh EH1 1QE Telephone (031) 225 2424			

DATED.....
DIRECTOR OF ADMINISTRATION.....

AT EDINBURGH, the First day of March Nineteen hundred and sixty one between three and four the Writ hereinafter reproduced is recorded in the 11,212th Book of the Division of the General Register of Sasines applicable to the County of Midlothian commencing on folio 177 for publication and also as in the Books of the Lords of Council and Session for preservation as follows:-



No.64
FEU CH.
by
RAVEL-
STANE
LIMITED
To
T. BOLAND
& CO.,
LIMITED.

WE, RAVELSTANE LIMITED, incorporated under the Companies' Act 1948 and having our Registered Office at Twenty-two Rutland Street, Edinburgh, heritable proprietors of the area of ground hereinafter disposed; IN CONSIDERATION of the feuduty and other prestations hereinafter specified DO HEREBY SELL and IN FEU FARM DISPOSE to and in favour of T. BOLAND & CO., LIMITED, incorporated under the Companies' Act 1948 and having their Registered Office at Forty-nine Northumberland Street, Edinburgh, and their successors and assignees whomsoever (all hereinafter referred to, when not named, as "the Feuars"), heritably and irredeemably ALL and WHOLE that area of ground extending to Twenty-one acres and ninety-one one-hundredth parts of an acre or thereby forming that part of the Estate of Ravelston, in the City of Edinburgh and County of Midlothian, known as Long Rig Park, which area of ground is bounded as follows:- on or towards the north, the north-west, the west, again the north-west and again the north by the centre line of a stone wall (following the curves thereof) separating the subjects hereby disposed from other subjects forming part of the said Estate; on or towards the east by the centre line of a iron railing separating the said subjects hereby disposed partly from subjects in Blinkbonny Crescent, partly from subjects in Blinkbonny Terrace and partly from the road known as Blinkbonny Terrace; on or towards the north by the said road known as Blinkbonny Terrace and again on or towards the east by the centre line of a hedge, wall or fence separating the said subjects hereby disposed from various subjects situated in Craigleith Gardens and Craigleith Crescent; on or towards the south by the centre line of a wooden post and wire fence separating the said subjects hereby disposed partly from subjects situated in Craigleith Crescent aforesaid and partly from the road known as Craigleith Avenue North; and on or towards the west by the centre line of a stone wall separating the said subjects hereby disposed from subjects disposed or about to be disposed by Trustees of Mrs. Norah Kathleen Clark or Clark to The Merchant Company Education Board; all as the said area of ground hereby disposed (hereinafter referred to as "the feu") is delineated in black and coloured pink on the plan annexed and signed as relative hereto (but declaring that the said plan is demonstrative only and that its accuracy is not warranted); Which subjects /

T. Boland Director.

James H. Baker Secretary.

8/53

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subjects hereby disposed form part of the subjects in the First Place described in the Disposition by Trustees of Miss Mary Anne Georgina Murray Gartshore in favour of Mrs. Norah Kathleen Clark or Clark and another dated the Sixth and Eighth and recorded in the Division of the General Register of Sasines applicable to the County of Edinburgh (now Midlothian) on the Twenty-ninth all days of April Nineteen hundred and sixteen; TOGETHER WITH the teinds, parsonage and vicarage of the feu and our whole right, title and interest in and to the dominium utile of the feu; BUT EXCEPTING and RESERVING to us and our successors in the superiority of the feu (but subject always to the provisions of the Coal Act, 1938 and the Coal Industry Nationalisation Act, 1946) the whole stone, ironstone, shale, sand, gravel, clay and all metals and minerals and generally all other substances whatever within or under the feu though not specifically mentioned, with full power and liberty to us and our foresaids and any person authorised by us or them to work, win and carry away the same from or over the surface of the feu, we and our foresaids being bound to pay to the Feuars any damages which may be caused to the surface of the feu or to the buildings and others erected or to be erected thereon, as the amount of such damages shall be ascertained, failing agreement, by two neutral men mutually chosen or by an Oversman to be named by them; BUT these presents are granted ALWAYS WITH AND UNDER, in so far as valid, subsisting and applicable, the reservations, conditions, obligations and others specified in the said Disposition dated and recorded as aforesaid; AND ALSO WITH AND UNDER the whole conditions, restrictions, prohibitions, obligations, provisions and declarations and irritant and resolute clauses following, namely:- (FIRST) The Feuars shall be bound to erect upon the feu dwellinghouses each having a value of not less than Two Thousand Five Hundred Pounds and each consisting of not less than two apartments, with kitchen and bathroom and other usual offices, and also with relative garage accommodation if desired, which dwellinghouses and others shall be constructed of such materials and in accordance with such plans /

M. Beland

Director.

James M. Elder Secretary.

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plans and elevations and according to such specifications as shall be approved by us or our foresaids before building work commences; DECLARING that the Feuars shall be bound to completely develop the feu to our satisfaction within a period of five years from the date hereof; and the said dwellinghouses shall be used as private residences each for one family only and for no other purpose whatever; and no buildings or erections of any kind other than as hereby authorised shall ever be erected on the feu without the previous consent in writing of us or our foresaids, and no exterior alterations or additions shall be made to the said dwellinghouses and others without the like consent; (SECOND) no part of the feu, including the buildings to be erected thereon, shall ever be used for the purpose of carrying on any trade or manufacture or for any noisome, noxious or offensive work or operations or for a steam, gas, electric, oil or other engine or for any purpose whatsoever which may in the opinion of us or our foresaids constitute a nuisance in the neighbourhood; (THIRD) the separate plots of ground into which the feu is to be divided shall, so far as not forming the sites of the said dwellinghouses and others as aforesaid, be used only as gardens or pleasure grounds and for no other purpose whatever and shall at all times be kept clean and free from weeds, all to the satisfaction of us and our foresaids; (FOURTH) the Feuars shall be bound to construct at their own expense such new roads, footpaths, kerbs, water channels, sewers and other drains as may be necessary for the development of the feu in accordance with specifications and plans to be approved by us or our foresaids, and when the said roads, footpaths, kerbs, water channels, sewers and other drains are constructed and laid they shall be upheld and maintained in good repair and condition by the Feuars at their own expense until such time as the same may be taken over by the local authority; (FIFTH) the Feuars shall be bound (so far as not already done) to erect at their own expense such walls or fences or others as may be required on the boundaries of the feu and on the boundaries of the said separate plots of ground into which the feu is to be divided, which walls or fences or others shall be of such height and design as shall be approved by us or our foresaids; /

*M. Boland*Director.*James M. Galt*Secretary.

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foresaid; and once the said walls or fences or others have been erected as aforesaid no addition or alterations thereto shall be made without the consent in writing of us or our foresaid; DECLARING that the Feuars shall be bound to free and relieve us and our foresaid in all time coming of all claims of whatever kind in connection with the erection and maintenance of the said walls or fences or others whether already erected or to be erected; (SIXTH) The Feuars shall be bound to maintain and uphold the whole dwellinghouses and others erected or to be erected on the feu in good and complete order and repair in all time coming and to keep the same constantly insured against loss by fire with an established Insurance Company for the full respective values thereof, and the receipts for the relative premiums of insurance shall, if and when required, be exhibited to us or our foresaid; and in the event of any of the said dwellinghouses and others being destroyed or damaged by fire or from any other cause, the Feuars shall be bound, at their own expense, to rebuild and restore the same within one year of such destruction or damage using such materials and in accordance with such plans and elevations and according to such specifications as shall be approved by us or our foresaid as aforesaid; (SEVENTH) we or our foresaid shall not be bound to adhere to the layout plan of the feu but may allow any alterations of or departure therefrom as we or they may deem proper; (EIGHTH) the Feuars shall be bound to make this Feu Charter and the whole other title deeds of the feu forthcoming to us or our foresaid when required, free of expense and for a reasonable time; and (NINTH) in the event of the Feuars contravening or failing to implement the conditions, restrictions, prohibitions, obligations, provisions and declarations and others hereinbefore written, or any part thereof, they shall thereby forfeit not only all buildings to be erected but also their whole right and title to the feu which, with all buildings erected thereon, shall revert and belong to us and our foresaid, free and disencumbered of all burdens whatsoever /

M. Boland

Director.

James M. Calder

Secretary.

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whatsoever as if this feu right had never been granted but without prejudice to the rights of bona fide heritable creditors, and without prejudice to the legal rights and remedies of us and our foresaids against the Feuars for performance of the prestations incumbent on them under these presents prior to the date of such forfeiture; BUT DECLARING that the foregoing provision shall not extend to any separate plot of ground in respect of which an allocation of feuduty has been made in accordance with the provisions hereinafter contained and in respect of which no such contravention or failure has subsequently taken place; all which conditions, restrictions, prohibitions, obligations, provisions and declarations and others hereinbefore written are hereby declared to be real burdens upon and affecting the feu and the buildings to be erected thereon and as such are hereby appointed to be recorded in the appropriate Division of the General Register of Sasines and to be inserted or validly referred to in all subsequent transmissions and investitures of the feu, or any part thereof, under pain of nullity; WITH ENTRY as at the date hereof; TO BE HOLDEN the feu of and under us and our foresaids as immediate lawful Superiors thereof in feu farm fee and heritage forever, for payment to us and our foresaids of the sum of Four Thousand Pounds per annum in name of feuduty and that at two terms in the year, Whitsunday and Martinmas, by equal portions, commencing the first term's payment of the said feuduty at the term of Whitsunday Nineteen hundred and sixty-one for the period preceding and the next payment at the term of Martinmas following and so to continue in the regular payment thereof half-yearly at the said two terms in all time coming, with a fifth part more of each term's payment of liquidate penalty in case of failure in the punctual payment thereof and interest at the rate of Five per centum per annum on each term's payment from the time the same falls due until paid; DECLARING that it shall be in the power of the Feuars to allocate on each of the said separate plots of ground into which the feu is to be divided such proportion of the said feuduty of Four Thousand Pounds per annum as they may deem appropriate, provided always that the amount of such allocation shall be not less than Ten Pounds per annum; AND we assign the writs, but that to the effect only of maintaining /

A. B. Bland

Director.

James M. Calder

Secretary.

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maintaining and defending the right of the Feuars in the feu and for that purpose we oblige ourselves and our foresaids to make the same (or official extracts thereof from the Books of Council and Session) to the extent of a prescriptive progress furthcoming to the Feuars on all necessary occasions on a receipt and obligation for redelivery thereof within a reasonable time and under a suitable penalty; AND we assign the rents; AND we bind ourselves to free and relieve the Feuars of all feuduties payable to the Over-Superior and also of all Standard Charge both now and in all time coming and to free and relieve the Feuars of all public, parochial and local burdens and assessments exigible for the feu prior to the said date of entry; AND we grant warrandice but excepting therefrom the Grant of Servitude by Mrs. Norah Kathleen Clark or Clark and another in favour of The Lord Provost, Magistrates and Council of the City of Edinburgh dated the Twenty-fifth day of September and recorded in the said Division of the General Register of Sasines on the Fifth day of October both in the year Nineteen hundred and twenty-two: IN WITNESS WHEREOF these presents, consisting of this and the five preceding pages, together with the Inventory of Writs and plan annexed, are sealed with our Common Seal and subscribed for us and on our behalf by Mrs. Margaret Boland, one of our Directors, and James Moray Calder, our Secretary, all at Edinburgh on the Thirtieth day of December Nineteen hundred and sixty.

*Mrs Boland.*Director.*James M. Calder*Secretary.

Register on behalf of the within-named I. Boland & Co., Limited for preservation as well as for publication in the Register of the County of Midlothian.

Magister Bixie

W.S., Edinburgh,
Agents.

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INVENTORY of WRITS

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- 1-36. Writs Nos.1-36 of the Inventory annexed to writ No.37 hereof.
37. DISPOSITION by Trustees of Miss Mary Anne Georgina Murray Gartshore in favour of Mrs. Norah Kathleen Clark or Clark and another dated 6th and 8th and recorded G.R.S., Edinburgh, 29th April, 1916.
38. EXTRACT REGISTERED LAST WILL and TESTAMENT of Miss Robina Elizabeth Clark dated 28th April, 1944 and registered B. of C. & S., 6th December, 1949.
39. NOTICE of TITLE in favour of Mrs. Norah Kathleen Clark or Clark dated 1st and recorded G.R.S., Midlothian, 27th November, 1950.
40. EXTRACT REGISTERED TRUST DISPOSITION and SETTLEMENT by Mrs. Norah Kathleen Clark dated 6th March, 1951 with seven Codicils, registered B. of C. & S., 23rd July, 1959.
41. DISPOSITION by Trustees of Mrs. Norah Kathleen Clark or Clark in favour of Ravelstane Ltd. dated and recorded
42. SEARCH for INCUMBRANCES in Sasine and Personal Registers. (2 pieces)

M. Boland. Director.*James M. Calder* Secretary.

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RESIDENTIAL
ACRES. 21.91
or thereby

PRIVATE SCHOOL
38.30
CRES. thereby

*This is the plan offered to
us for the purpose of the Estate.
J. H. H. H.
J. H. H. H.*

Drawn by	J. H. H. H.
Checked by	J. H. H. H.
Approved by	J. H. H. H.
Date	7. 6. 1917
Scale	1" = 60'

T. H. H. & CO. LTD.
Building & Public Works Contractors
49 NORTH BRIDGE STREET
EDINBURGH 5

CRAIGLEITH ESTATE. SCALE 1:1250

No.65

March 1, 1961.

3-4

Bond &c. by T. Boland & Co. Limited - To Standard Property Investment Company Limited.



WE, T. BOLAND & CO., LIMITED, incorporated under the Companies Act 1948 and having our Registered Office at Forty nine Northumberland Street, Edinburgh, grant us to have instantly borrowed and received from the STANDARD PROPERTY INVESTMENT COMPANY LIMITED, incorporated under the Companies Acts 1862 and 1867, the Registered Office thereof being in Edinburgh, the sum of SIXTY FIVE THOUSAND POUNDS STERLING, which sum we BIND AND OBLIGE ourselves to repay to the Standard Property Investment Company Limited, aforesaid, or the Assignees thereof whomsoever, at the term of Whitsunday Nineteen hundred and Sixty one within the Registered Office in Edinburgh of the Standard Property Investment Company Limited, aforesaid, with a fifth part more of liquidate penalty in case of failure and the interest of said principal sum at the rate of Eight per centum per annum from the date hereof to the said term of payment, and half-yearly, termly, and proportionally thereafter during the not payment of the same, and that at two terms in the year, Whitsunday and Martinmas by equal portions, beginning the first term's payment of the said interest at the term of Whitsunday Nineteen hundred and sixty one for the interest due preceding that date, and the next term's payment at Martinmas following, and so forth, half-yearly, termly, and proportionally thereafter during the not payment of the principal sum, and with interest on the amount of such interest if not punctually paid when it falls due and so long as it is in arrear at the same rate as is above provided for with a fifth part more of the interest due at each term of liquidate penalty in case of failure in the punctual payment thereof, AND IN SECURITY OF the personal obligation before written and of all sums that may be advanced and paid by the Standard Property Investment Company Limited, aforesaid, for premiums of insurance on the subjects and others after disposed, repairs on said subjects, and burdens affecting the same we do hereby DISPONE to and in favour of the Standard Property Investment Company Limited, aforesaid, and the foresaids thereof, heritably but redeemably as after mentioned, yet irredeemably in the event of a sale by virtue hereof, (PRIMO) ALL AND WHOLE those parts of the /

[Signature] Director.

[Signature] Secretary.

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