

NN. 17 NW 001 - NOT DONE

INVERLOCHY CASTLE

IT IS CONTRACTED AND AGREED between THE TRUSTEES CORPORATION LIMITED incorporated under the Companies Act and having their Registered Office at Winchester House, Old Broad Street in the City of London (hereinafter referred to as "the Corporation") of the First Part, THE BRITISH ALUMINIUM COMPANY LIMITED, incorporated under the Companies Act and having their Registered Office formerly at Adelaide House, King William Street, London and now at Norfolk House, Saint James's Square there (hereinafter referred to as "the Company") of the Second Part and THE SECRETARY OF STATE FOR SCOTLAND (hereinafter referred to as "the Secretary of State") of the Third Part CONSIDERING that the Corporation are the owners within the meaning of Section 5 of the Ancient Monuments (Consolidation and Amendment) Act 1913, of the Monument known as Inverlochy Castle in the Parish of Kilmonivaig and County of Inverness and together with the Company are of the opinion that the Secretary of State should become the Guardian thereof in terms of and under the powers conferred on him by the Ancient Monument Acts 1913 to 1953 as read with The Transfer of Functions (Scottish Royal Parks and Ancient Monuments) Order 1969 and that the Corporation with the consent and concurrence of the Company for all rights and interests competent to them having accordingly requested the Secretary of State to become the Guardian of the said Monument in terms of the said Ancient Monuments Acts and the Secretary of State being of the opinion that the preservation of the said Monument is a matter of public interest by reason of the historical, traditional and architectural interest attaching thereto has agreed to accept the Guardianship of the said Monument as an Ancient Monument in order to provide for the preservation and maintenance thereof by virtue of the powers conferred on him by the said Ancient Monuments Acts; THEREFORE the Corporation for themselves and their successors whomsoever with the consent and concurrence of the Company for all interest competent to them therein and they both with joint consent and assent hereby constitute the Secretary of State in terms of the said Ancient Monuments Acts and under the powers thereby conferred upon him to be Guardian of (First) ALL and WHOLE that area or piece of ground containing the said Monument known as Inverlochy Castle and extending to 4.712 acres or thereby Imperial Standard Measure, lying in the Parish of Kilmonivaig and County of Inverness, bounded on the north by the left bank of the River Lochy along which it extends Five hundred feet or thereby; on the east by ground belonging to the Corporation along which it extends in a south-easterly direction one hundred and ten feet or thereby following the west bank of an open drain then in a south-westerly direction sixty three feet or thereby following the line of an existing fence and then again in a south-easterly direction for a distance of three hundred feet or thereby; On the south by other land belonging to the Corporation (the line of the boundary being generally parallel to and at a distance/

REGISTERS OF SCOTLAND.

GENERAL REGISTER OF SAFFRILL

COUNTY OF INVERNESS.

Book 1446 Folio 252

Presented and Recorded on 27th May 1976

distance of thirty six feet from the centre line of the Tail Race belonging to the Corporation) along which it extends Six hundred and twenty two feet six inches or thereby; And generally on the west partly by the property of British Railways Board along which it extends Three hundred and eight feet or thereby measuring along the east face of the existing fence at the foot of the railway embankment and partly by other land belonging to the Corporation along which it extends Forty feet or thereby on the line of the east parapet of the railway bridge crossing the River Lochy, which area or piece of ground is shown outlined in red on the Plan annexed and executed as relative hereto; But excepting therefrom ALL and WHOLE that plot or area of ground extending to 0.070 acre or thereby Imperial Standard Measure bounded on the north, east, south and west by the area or piece of ground hereinbefore described along which boundaries it extends respectively Fifty six feet nine inches or thereby, Fifty two feet nine inches or thereby, Sixty one feet eight inches or thereby and Fifty four feet six inches or thereby and shown coloured yellow on the said plan; Which area or piece of ground under exception as aforesaid is hereinafter referred to as "the Guardianship area", and forms part of ALL and WHOLE the Lands and Estate of Inverlochy, Inverlair and others in the Parish of Kilmonivaig and County of Inverness being the subjects particularly described in two Notarial Instruments in favour of the Trustees of the Right Honourable James Yorke MacGregor Scarlett, Baron Abinger, and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on the Eleventh day of January Nineteen hundred and five; And (Second) ALL and WHOLE that area or piece of ground extending to 0.322 acres or thereby lying on the east side of the access road leading from the Fort William/Spean Bridge public road to the Guardianship Area and bounded as follows:- On or towards the west by the said access road along which it extends One hundred and sixty-five feet or thereby, on or towards the north by other land belonging to the Corporation along which it extends Eighty-five feet or thereby and on or towards the east and south by land belonging to Wiggins Teape & Co. Limited along which boundaries it extends one hundred and sixty-five feet or thereby and Eighty-eight feet or thereby respectively; Which lastmentioned area or piece of ground (hereinafter referred to as "the Coach Park area") is shown coloured green on said Plan and forms part of the said Lands of Inverlochy, Inverlair and others DECLARING as it is hereby declared:-

(FIRST)

That the Secretary of State shall have a right of access for himself, his representatives, workmen and others and members of the public to the Guardianship area at all reasonable/

reasonable times by the said access road shown coloured blue on the said Plan.

(SECOND)

That the Secretary of State shall be entitled at his own expense to construct a car park for twenty or more cars within the Guardianship area.

(THIRD)

That the Corporation and the Company shall have a right of free access to any part of the Guardianship area outwith the stone wall which surrounds the said Monument, with the exception of that part of the Guardianship area which may be used by the Secretary of State to construct a car park as aforesaid, for the sole purpose of laying it out for recreational purposes but no buildings shall be erected thereon; The Corporation and the Company shall be responsible for the maintenance of any area so laid out and in the event of such area being used for recreational purposes they shall take such care as is reasonable for the safety of the Secretary of State, his foreshaids, members of the public and others visiting the said Monument or having access over the Guardianship area and shall free and relieve the Secretary of State of all claims of whatsoever nature and by whomsoever brought arising in any way through, from or by reason of such use.

(FOURTH)

That the Secretary of State shall be entitled to fix and exact from members of the public visiting the Guardianship area and retain such sums by way of admission charges as he may in his sole discretion from time to time decide.

(FIFTH)

That the Secretary of State shall have the right to excavate, consolidate, permanently expose and restore as required the remains of the said Monument; And he shall also be entitled to retain all objects of historical, traditional and archaeological interest discovered by him or others within the said area of ground whether in the course of works undertaken by him for the excavation, consolidation and exposure of the said Monument or otherwise.

(SIXTH)

That the Secretary of State shall be entitled to lop, fell and dispose of such trees within the Guardianship area as he may consider necessary, for the protection, preservation or display of the said Monument.

(SEVENTH)

That there shall be reserved to the Corporation and the Company and their foreshaids and those authorised by them or any of them a free right of access at all times over the Guardianship area and in the event of the Secretary of State erecting a locked gate at the access to the said Monument, which he shall be entitled to do at his own expense, a key therefor shall be provided to the Company's Factor at Fort William at the expense of the Secretary of State.

(EIGHTH)

That the existing roads within the said Guardianship area and the said bridge over the Tail/

Tail Race shall be maintained jointly by the Corporation, the Company and the Secretary of State, the Corporation and the Company being responsible for a one half share of the cost of the said maintenance, and the Secretary of State being responsible for the remaining one half share.

(NINTH)

That the Secretary of State shall erect and maintain a suitable Notice Board or Notice Boards intimating that coaches are prohibited from crossing the said bridge over the Tail Race and shall provide and maintain suitable litter bins within the Coach Park area and the Guardianship area and ensure that such bins are emptied as often as may be necessary to maintain those areas in a clean and tidy state.

(TENTH)

That the Secretary of State shall erect and maintain in a conspicuous place near the bank of the River Lochy a suitable Notice Board intimating that the fishings in the River are private.

(ELEVENTH)

Subject to what is provided in Clause (THIRD) hereof that the Secretary of State shall indemnify and free and relieve the Corporation and the Company and their respective assignees and disponees whomsoever from and against all liability for loss, injury or damage however caused which may be suffered or sustained by the Secretary of State, his representatives, workmen and others and members of the public entering upon the Guardianship area or the Coach Park or using the said bridge over the Tail Race.

(TWELFTH)

That the Secretary of State shall in so far as not already done at his own expense erect a stockproof fence along the North boundary of the Coach Park area and that such fence after erection shall be maintained at the joint expense of the Corporation and the Company and the Secretary of State, the Corporation and the Company being responsible for one-half share of the cost of such maintenance and the Secretary of State being responsible for the remaining one-half share thereof.

(THIRTEENTH)

That the Secretary of State shall be entitled should he consider it prudent so to do in the interests of public safety at his own expense and at the sight and to the satisfaction of the Company's Factor to heighten, strengthen or otherwise improve the existing fence along the north bank of the said Tail Race and the Corporation and the Company without prejudice to the indemnity in their favour contained in Clause (ELEVENTH) hereof shall contribute one-half of the cost of maintenance of that fence either in its present state or heightened, strengthened or improved as aforesaid.

(FOURTEENTH)

That no warranty is given by the Corporation or the Company or is to be implied that the Guardianship area is not affected by any public right of way or servitude right however constituted.

(FIFTEENTH) /

(FIFTEENTH)

That the rights hereby created shall be set forth at length or validly referred in all future rights, transmissions and investitures of the said Guardianship area which the Corporation and the Company for their respective interests hereby bind themselves and their foresaids to do under pain of nullity.

(SIXTEENTH)

That the whole of these presents with a warrant of Registration thereon on behalf of the Secretary of State shall be recorded in the Division of the General Register of Sasines applicable to the County of Inverness within three months of the latest date of execution hereof otherwise upon the expiry of the said period of three months these presents shall cease to have any force or effect.

(SEVENTEENTH)

The whole expenses properly incurred by the Corporation and the Company in connection with the preparation and execution of these presents shall be borne by the Secretary of State; And the whole parties hereto consent to registration hereof for preservation: IN WITNESS

WHEREOF these presents typewritten on this and the four preceding pages, are together with the plan annexed and subscribed as relative hereto, executed as follows, videlicet:- they are sealed with the Common Seal of the said The British Aluminium Company Limited and subscribed for them and on their behalf by Ronald Ernest Utiger, Director and John Leslie Facer, Deputy Secretary, all at London on the SIXTH DAY OF APRIL NINETEEN HUNDRED AND SEVENTY SIX; and they are sealed with the Common Seal of the said The Trustees Corporation Limited and subscribed for them and on their behalf by Robert James Talbot, Director and John Edward Gerard Heyburn, Joint Secretary, all at London on the FOURTEENTH DAY OF THE MONTH AND YEAR BOTH LAST MENTIONED; and they are sealed with the Common Seal of the said The Secretary of State for Scotland and subscribed for him and on his behalf by Hugh Francis Gerard Kelly, Assistant Secretary, One Hundred and Twenty Five George Street before these witnesses, Miss Anne Cranston, Civil Servant, Scottish Development Department, One Hundred and Twenty Five George Street, and Mrs Louise Anderson Heath, Civil Servant, Argyle House, all at Edinburgh on the TWENTY SIXTH DAY OF THE MONTH AND YEAR BOTH LAST-MENTIONED.

[Signature] Director
[Signature] John Leslie Facer
[Signature] John Edward Gerard Heyburn

[Signature] Director
[Signature] Deputy Secretary

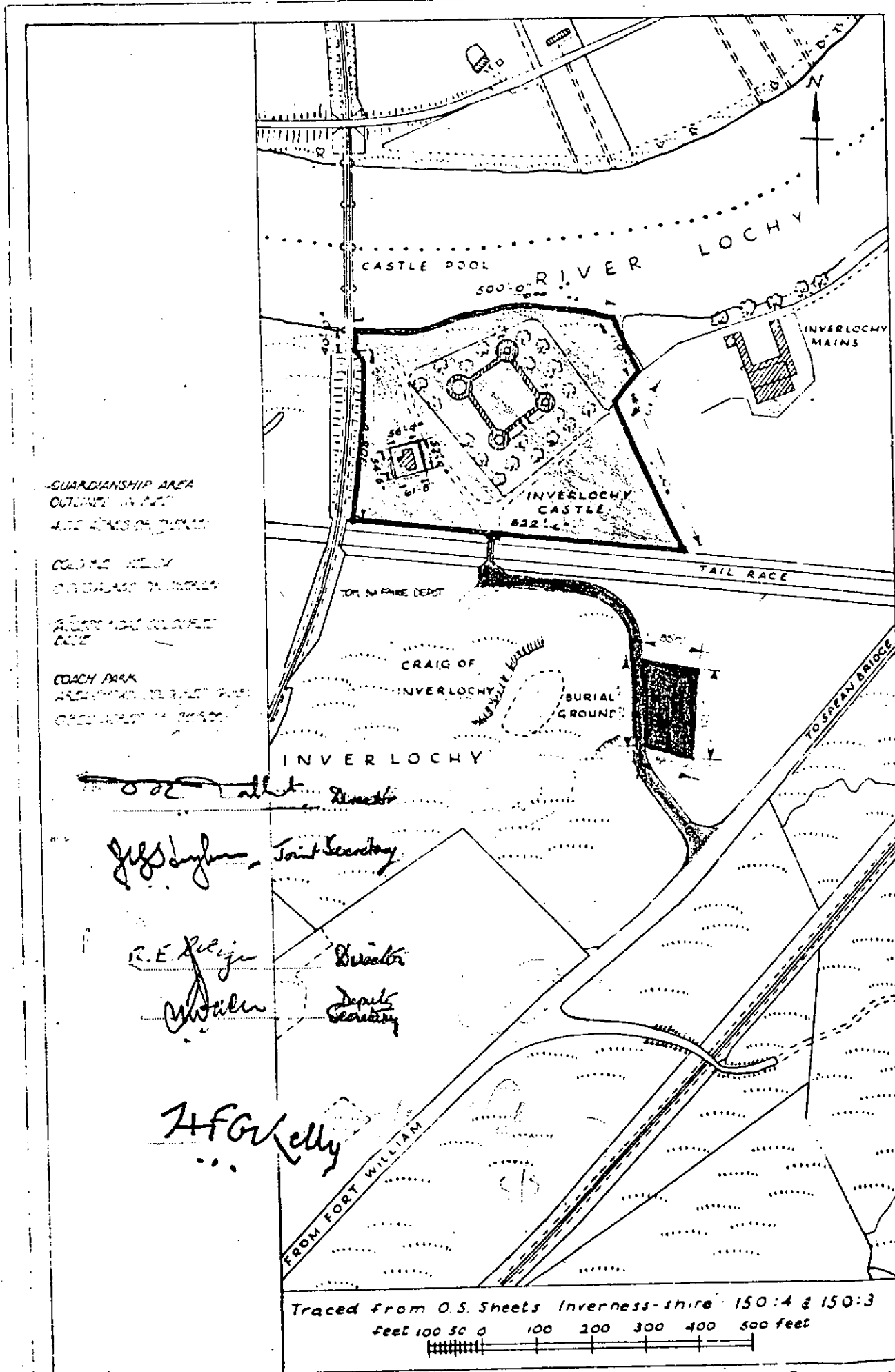
[Signature] H.F.G. Kelly

[Signature] Louise A. Heath Witness

[Signature] Anne Cranston Witness

Register on behalf of the within-named The Secretary of State for Scotland in the Register of the County of Inverness.

[Signature] D. Levine



INVERLOCHY CASTLE

IN 1426

Department of the Environment,
2025 Argyll Museum, Bannockburn
Argyle House, Bannockburn St
EDINBURGH. JANUARY 1976