

GD 10 1253 **Tack of a Tenement at Gatehouse.**

Broughton to William Johnston.

38 years after Whit 1764.. £5.

1763.

It is agreed and Ended by James Murray Esquire of Broughton Proprietor of the Tenement after Sett of the one part and William Johnston shoemaker in Kirkcudbright on the other part To the effect following that is to say The said James Murray for the Tack duty and other causes after Specified Doth hereby Bind and oblige himself his heirs and successors to Build, or cause be Built and have in readiness against the term of Whitsunday next a house of the Demensions following vizt.

Thirty feet in front of length and Eighteen it widness over the walls and Eleven feet high in the side Walls to be divided and finished in manner to be specified in a plan to be subscribed by the said James Murray and that at and upon the Ground on the south side of the new Great Road leading from the Gatehouse to the Bridge of Fleet The front of the said house to be fifteen feet distant from the said road and at each end of the said house to Erect a Shade Eighteen feet wide over the walls and 12' 6" long and 7' 6" high leaving a space of 30" at each end for a passage to the Garden which house so to be built with a piece of Ground behind it 137' from the Back wall in length and 60' in Breadth for a Garden.

The said James Murray Doth hereby Sett in Tack to the said William Johnston for the space of 38 years after the same term of Whitsunday next.

The said James Murray being hereby bound to provide the said William Johnston with Grass for one Cow in Summer betwixt the old road which did lead from the Gatehouse to the foord in the Fleet during the first three years of this lease and the said William Johnston paying therefore at the rate of twenty shillings yearly and for the remaining years Mr Murray is to use his best endeavours to provide him in grass for a cow somewhere else as convenient for the said Johnston as may be at such rate as shall then be agreed....

William Johnston Doth Bind and oblige himself ...to make Good and thankfull payment to the said James Murray.... at the rate of .£7 Sterling money annually for every hundred pounds like money he shall expend in Building and finishing the said house.... and.... five shillings Sterling yearly for the said Garden The whole expence of building and finishing the house being hereby limited to £50 beginning the first years payment of the said rent at the term of Whitsunday.... 1765 and so thence yearly....during the foresaid thirty eight years with one fifth part more than the said Rent in name of penalty for every terms failure in due and punctual payment....the said William Johnston....Binds and obliges himself..... sufficiently to pave and Causeway 15' forward from the front of his House to the said Great Road betwixt and the term of Martinmas 1764 And further he hereby binds and obliges /

/ obliges himself... That he... shall not during the Currency of this Tack Directly or indirectly sell in retail any wine ale or Spirituous Liquors of any kind nor keep a Publick house or house of Entertainment without special licence or liberty in writing from the said James Murray..... Nor shall he... Smuggle or be directly or indirectly concerned in Smuggling or importing from the Isle of Man any Counterband or Smuggled Goods or Merchandise whatsoever Nor be anyways aiding or assisting to Smugglers in landing Conveying or carrying their goods any manner of way whatsoever..... or shall allow two years rent to run into the third unpaid.... That then and in every one of these cases this present tack shall become void....

... and the said William Johnston is hereby further Bound and obliged to keep the said houses in annual good repair wind and water tight....

... And lastly both parties hereby Bind and oblige themselves ... to implement pay fulfill and perform the respective parts... under the penalty of £20 money foresaid to be paid by the party failing to the party observing ... written on this the the three preceeding pages of Stampt paper by Alexr. Gordon son of William Gordon of Campbelton and are subscribed by the parties at Cally 25 Oct 1763 before these

Witnesses

Thomas Gordon servant to the said James Murray and the said Alexander Gordon writer thereof.

Thos Gordon witness
Alexander Gordon witness

Jas Murray
Willm Johnston