



Title Information: GLA45868

Search summary

Date/Time of search	10-09-2020 10:45:00
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Transaction number	SCO-06156590
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User Reference	
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Section A

GLA45868

Property

Date of first registration	31-10-1988
Date title sheet updated to	21-07-2015
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NS5862A
Title Number	GLA45868
Cadastral Unit	GLA45868
Sasine Search	
Property address	2/2, 592 POLLOKSHAWS ROAD, GLASGOW G41 2PF

Description

Subjects 2/2 592 POLLOKSHAWS ROAD, GLASGOW G41 2PF being the southmost house on the second floor above the ground floor at 592 POLLOKSHAWS ROAD of the tenement 584 to 594 (even numbers) POLLOKSHAWS ROAD, within the land edged red on the Title Plan; together with a right of common property along with the proprietors of the other dwelling houses and the shops in the said tenement to (First) The solum of ground on which the said tenement is built; (Second) the foundations, back and front walls, gables and roof of said tenement (including sarking and roof trusses) and the hatchway leading thereto, the chimney stalks thereof (but not the iron or fireclay chimney cans), the close and passages (including the passage leading to the Washhouse), staircase leading to the upper flats, the walls enclosing the close, passages and staircases (including the staircase windows) the back court and erections thereon (including all iron railings and clothes poles) and the washhouse and ashbin shelter (including the ashbin therein) and (Third) The sewers, drains and soil and rain water pipes, rhone and rain water conductor stalks, main water supply and other water supply pipes, gas and other pipes, electrical mains, cables and wires and pipes therefor all so far as used in common for the houses and shops forming said tenement; Together also with (a) access to all parts of the said tenement for the purpose of inspection or of executing repairs and for all necessary purposes when required (b) free access to and exit from the subjects in this Title by the street fronting the same and by the said common passages and stairs and (c) free access to the roof of said tenement and the said chimney stalks for the purpose of cleaning vents and any other necessary purpose.

Notes

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Contract in Entry 1 of the Burdens Section.

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Section B

GLA45868

Proprietorship

KIMBERLEY MARIE SKIPWORTH Flat 1/2, 130 Berkeley Street, Glasgow, G3 7HY.

Entry number	1
Date of registration	21-07-2015
Date of Entry	03-07-2015
Consideration	£87,000

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Section C

GLA45868

Securities

Entry number	1
Specification	Standard Security by said KIMBERLEY MARIE SKIPWORTH to BANK OF SCOTLAND PLC incorporated under the Companies Acts in Scotland (Company Number SC327000), Registered Office The Mound, Edinburgh EH1 1YZ. Halifax Division, 1 Lovell Park Road, Leeds, West Yorkshire LS1 1NS.
Date of registration	21-07-2015

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Section D

GLA45868

Burdens

Number of Burdens: 4

Burden 1

Feu Contract containing Feu Disposition by Corporation of City of Glasgow (First Party) to John Paterson and Son Limited (Second Party) and their assignees, recorded G.R.S. (Glasgow) 13 Jan. 1899, of 16,818 square yards of ground, of which the subjects in this Title form part, contains the following burdens:

Reserving always to the proprietors thereof the whole coal and other minerals of whatever kind in the said plot of ground with full power to work the same the second party and their foresaids being always satisfied and paid for whatever damages shall be done thereby to the said plot of ground and all buildings and other erections thereon And also (Primo) It shall not be lawful to nor in the power of the second party or their foresaids to carry on upon the ground of the said steading or in the buildings thereon any trade manufacture or business which may be considered a nuisance nauseous or hurtful nor in any way to use the said steading so as to occasion disturbance to the neighbouring proprietors or their tenants and in particular but without prejudice to said generality it shall not be in the power of the second party or their foresaids to dig any clay or make or burn any brick or potter work out of or upon the ground of the said steading (except with the express consent of the first party in writing) nor to make use of any part of the said steading for depositing dung or rubbish except such as is produced within the same nor to carry on any business of brewing distilling tanning of leather or making of soap candle glue cudbear or vitriol nor to erect steam engines glass works or foundries of brass iron lead or other metals upon the said steading and this provision shall operate as a servitude upon the said steading in favour of the neighbouring proprietors or their tenants of the first party and of their successors and of their assignees and disponees in right of the superiority hereby constituted and also in favour of the General Public who shall be represented by the Master of Works of the City of Glasgow for the time being or by such other official as may at the time be entrusted with the performance of the duties proper to that office at whose instance all necessary proceedings may be instituted for enforcing the said servitude (Secundo) The second party and their foresaids shall be bound so far as not already done to build and erect and have ready for occupation prior to the term of Whitsunday Eighteen hundred and ninety nine and in all time thereafter to uphold and maintain in good order repair upon said steading substantial buildings and (when necessary) to restore or rebuild the same which buildings shall yield or be capable of yielding at the said term a free yearly rental of at least six hundred and fifty pounds Sterling and at or before the term of Martinmas Nineteen hundred and two and in all time thereafter a free yearly rental equal to at least £1892:6d and said buildings shall have slated roofs and the whole of the outer walls shall be of stone and lime and so far as fronting Pollokshaws Road and Nithsdale Drive and any new Streets to be formed through said steading shall be of polished ashlar freestone from a Quarry to be approved of by the first party and the back and side walls thereof shall be of good rubble work and the height of said buildings shall in no case exceed four square storeys and the said buildings to be erected along Pollokshaws Road and Nithsdale Drive shall consist of dwellinghouses of not less than three apartments within the option of the second party shops on the ground floor and the buildings to be erected

along the boundary adjoining the Railways shall consist of dwellinghouses of either three apartments or two apartments with in the option of the second party shops on the ground floor (Tertio) The whole of said buildings shall be erected and completed and (when necessary) restored and rebuilt in strict conformity with plans and elevations to be first approved of by the first party or on their behalf by Alexander Beith McDonald City Engineer Glasgow or by the City Engineer for the time being who shall fix the street levels and building lines (Quarto) The second party and their foresaids shall be bound and obliged to keep the whole buildings erected and to be erected on said steading of ground constantly and adequately insured against loss by fire with a responsible Insurance Company either in name of the second party or their foresaids or of the first party or their foresaids and to exhibit to the first party or their foresaids the receipts for the premiums of insurance periodically as the same fall due and in the event of the said buildings or any part thereof being destroyed or injured by fire then the sum which may be recovered under said insurance shall be applied and expended in or towards the erection of new buildings in place of those which may have been destroyed or in repairing those which may have been injured and (Quinto) The second party shall be bound to comply with the whole provisions of The Glasgow Police Acts Eighteen hundred and sixty six to Eighteen hundred and ninety two including laying the pavement and kerbstones.

Burden 2

Deed of Agreement, Reconveyance, Discharge and Allocation of feuduty by Corporation of City of Glasgow and John Paterson and Son Limited, recorded G.R.S. (Glasgow) 10 Jul. 1907, - containing inter alia (I.) Discharge by said Corporation of feuduty of £630.13s.6d. payable under the Feu Contract in Entry 1 - but only to extent of £1.9s.10d., thereby restricting feuduty payable to £629.3s.8d. and

(II.) Allocation by said Corporation of parts of said feuduty of £629.3s.8d., as follows, viz:- £30 on each of Plots VII, VIII and IX and £20 on each of Plots X, XI and XII all delineated on plan annexed thereto.

Note: Said Plots VII, VIII, IX, X, XI and XII are now known respectively as 624, 614, 608, 596 to 600, 584, 592 and 594 and 578 Pollokshaws Road.

Burden 3

Memorandum of Agreement between Corporation of City of Glasgow and Trustees of John Paterson, recorded G.R.S. (Glasgow) 16 Oct. 1915, constitutes in respect of commutation of casualties an additional feuduty of £1 11s 6d over and above the said existing feuduty of £20 payable for 468 1/2 square yards of ground of which the subjects in this Title form part.

Memorandum of Agreement between Corporation of City of Glasgow and Trustees of John Paterson, recorded G.R.S. (Glasgow) 16 Oct. 1915, constitutes in respect of commutation of casualties an additional feuduty of £1 11s 6d over and above the said existing feuduty of £20 payable for 468 1/2 square yards of ground of which the subjects in this Title form part.

Burden 4

Disposition by Trustees of John Paterson (hereinafter referred to as "the Trustees") to Mary Dempster Cranston and her heirs and assignees, recorded G.R.S. (Glasgow) 28 Jun. 1960, of the subjects in this Title, contains the following burdens:

(First) It is declared that the proportion of the cumulo feuduty of Twenty one pounds eleven shillings and sixpence payable from the plot of ground edged red on the Title Plan is two pounds fourteen shillings per annum payable half yearly at each term of Whitsunday and Martinmas in equal portions and our said disponent binds herself and her foresaids as proprietors of the subjects hereby disposed to free and relieve us the Trustees and our successors as proprietors of the remainder of the tenement 584 to 594 Pollokshaws Road, Glasgow from said feuduty to the extent of two pounds fourteen shillings; And we bind and oblige ourselves the Trustees and our foresaids to free and relieve our said disponent and her foresaids from the balance of said feuduty of twenty one pounds eleven shillings and sixpence, and to insert a similar obligation in any Conveyance Disposition or other Deed by us and our foresaids affecting the remainder of the said tenement; (Second) The portions of said tenement and others held in common (including the parts in which the right of common property is as specified in the Property Section of this Title Sheet and including in so far as not maintained by the Local Authority the footpath and kerb ex adverso the said tenement) shall be maintained and as necessary redecorated at the mutual expense of the said disponent and her foresaids and of the proprietors of the remainder of said tenement the proportion of said expense payable by the said disponent and her foresaids being One eighth it being hereby declared that the majority of the proprietors of said tenement (counting one vote for each house or shop in said tenement) shall be entitled to decide at a meeting called for that purpose on at least seven days notice as to what repairs are necessary for the proper maintenance of the common portions of said tenement and to have the said repairs carried out and to recover his or her proportion thereof from each of the remaining proprietors and the proprietors may by a majority vote at such meetings appoint a qualified person as the common factor and may delegate to him all matters which may competently be dealt with at any such meeting including the execution of such necessary repairs, instructing tradesmen for the purpose and payment of the accounts of said tradesmen and the recovery from each proprietor of his or her respective proportion of the accounts for such repairs, and of any remuneration which a majority of the proprietors may fix for the services of said common factor; (Third) The back green or court of said tenement shall be used exclusively for drying or bleaching clothes and for no other purpose whatever and the use of any wash-house shall be subject to any regulations regarding the same framed by a majority of the proprietors of said tenement or by the common factor; (Fourth) The said tenement and others shall be kept insured against fire, public liability, storm damage and breakage of glass by a common Policy or Policies in the joint names of the respective proprietors for amounts to be determined by a majority thereof, and that with such Insurance Company or Companies as they may select, and the proprietor or proprietors or their Agent or Factor disbursing the Insurance Premiums shall be entitled to recover from each of the proprietors of the tenement his, her or their share of such premiums which premiums shall be apportioned in the same proportions as the common repairs of said tenement; DECLARING that the amount recovered from the Insurance Company or Companies under said Policy or Policies in the event of a claim arising shall be held in trust for and shall be applied in re-instatement of the damage done or in rebuilding said tenement and others; and (Fifth) The said disponent and her foresaids shall not be entitled to carry out any structural alterations to the said subjects hereby disposed without the sanction of the proprietors of the other dwellinghouses and the shops in the said tenement.

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