



# Title Information: LAN5402

## Search summary

<b>Date/Time of search</b>	23-05-2022 09:47:20
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<b>Transaction number</b>	SCO-11252837
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<b>User Reference</b>	
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**Section A****LAN5402**

## Property

<b>Date of first registration</b>	10-09-1984
<b>Date title sheet updated to</b>	28-01-1991
<b>Hectarage Code</b>	0
<b>Interest</b>	PROPRIETOR
<b>Map Reference</b>	NS7460
<b>Title Number</b>	LAN5402
<b>Cadastral Unit</b>	LAN5402
<b>Sasine Search</b>	
<b>Property address</b>	MAIN STREET, BELLSHILL
<b>Description</b>	Subjects lying to the north of MAIN STREET, BELLSHILL edged red on the Title Plan, together with a right of access for vehicular and pedestrian traffic (one) over the road tinted blue on the Title Plan and (two) from Main Street aforesaid over the access road on the east boundary of the subjects in this Title to the said access road tinted blue on the Title Plan.
<b>Notes</b>	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Instrument of Sasine in Entry 1, Instrument of Sasine in Entry 2, Feu Contract in Entry 3, Feu Contract in Entry 4, Charter of Novodamus in Entry 5 and Feu Contract in Entry 6 of the Burdens Section.

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**Section B****LAN5402**

## Proprietorship

STROCKWELD LIMITED incorporated under the Companies Acts and having their Registered Office at 802 Old Edinburgh Road, Bellshill.

<b>Entry number</b>	1
<b>Date of registration</b>	26-11-1990
<b>Date of Entry</b>	20-09-1990
<b>Consideration</b>	£95,000

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**Section C****LAN5402**

## Securities

<b>Entry number</b>	1
<b>Specification</b>	Standard Security by said STROCKWELD LIMITED to GOVERNOR and COMPANY OF THE BANK OF SCOTLAND incorporated by Act of Parliament, Head Office The Mound, Edinburgh EH1 1YZ.
<b>Date of registration</b>	28-01-1991

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## Section D

**LAN5402**

### Burdens

Number of Burdens: 8

#### **Burden 1**

Instrument of Sasine, recorded G.R. 23 Apr. 1841 on Feu Contract containing Feu Disposition by James Meiklam (first party) to William Fulton and another (second party) and their heirs and assignees, of (I.) 5 acres 1 rood 28.19 poles, (II.) 3 acres 3 roods 25.98 poles and (III.) 2 acres 2 roods 21.84 poles, contains the following burdens:

Reserving always as there was thereby expressly reserved to the said James Meiklam and his heirs and successors whomsoever the whole coal ironstone limestone fire clay and other metals and minerals contained in the said pieces of ground thereby disposed (excepting as after mentioned) with full power right and liberty to dig work win carry away and dispose of the same and to make use execute and perform all and every work measure and operation necessary for all or any of these purposes but always so as not to occupy use or break the surface of the pieces of ground thereby disposed without the express consent of the said second party in writing first had and obtained thereto But excepting from the reservation before written the metals or minerals under the piece of ground in the first place above described and disposed upon which piece of ground the said second party are to erect blast furnaces engines engine houses and other buildings and machinery or other works and the metals and minerals or stones of any kind contained in which shall not be wrought or removed Declaring that the said first party should not be liable for any damage or injury which might be occasioned by the working of the minerals or of the freestone contained in the pieces of ground in the second and third places above described to any blast furnaces engines engine houses or other such buildings and machinery which might be erected or set up thereon or without the boundaries of the said piece of ground in the first place above disposed but only for such injury as might be occasioned to the surface of said piece of ground itself or to dwellinghouses or other such like buildings which might be erected thereon as the amount of such injury and damage should be fixed and ascertained by two men to be mutually chosen And also reserving to the said James Meiklam and his foresaids the whole freestone in the pieces of ground thereby conveyed with liberty to work and carry away the same but excepting as aforesaid But declaring that the said second party should be entitled without paying therefor to work and use the said freestone so far as necessary for any buildings or erections or operations to be made or carried on upon the piece of ground thereby feued allanarly and in such a manner as should not be prejudicial to the minerals reserved to the said James Meiklam and his foresaids under said pieces of ground in the Second and Third Places above described But they should not be entitled to work or dispose of the same for any other purpose whatever or so as in any degree to injure said reserved minerals or impede the working thereof by the said first party.

#### **Burden 2**

Instrument of Sasine, recorded G.R. 7 Dec. 1846 on Feu Contract containing Feu Disposition by James Meiklam (first party) to Trustees of Mossend Iron Company (second party) and their

heirs and assignees, of 2 acres 2 roods 32.96 poles, contains the following burdens:

There was by said Feu Contract expressly reserved to the said James Meiklam and his heirs and successors whomsoever the whole coal ironstone limestone fire clay and other metals and minerals contained in the said piece of ground thereby disposed with full power right and liberty to dig work win carry away and dispose of the same and to make use execute and perform all and every work measure and operation necessary for all or any of these purposes but always so as not to occupy or use the surface of the piece of ground thereby disposed without the express consent of the said second party in writing first had and obtained thereto and the said first party and his foresaids satisfying and paying any damage which might be occasioned by working said minerals to said dwellinghouses or offices which might be erected upon the ground thereby feued But Declaring that the said first party and his foresaids should not be liable for any damage done to engine houses engines or machinery or to any erections of whatever kind which might be put up upon the said ground other than dwellinghouses used as such and offices attached thereto and also reserving to the said James Meiklam and his foresaids the whole freestone in the piece of ground thereby conveyed with liberty to work and carry away the same but declaring that the said second party should be entitled without paying therefor to work and use the said freestone so far as necessary for any buildings or erections or operations to be made or carried on upon the piece of ground thereby feued allanarly and in such a manner as should not be prejudicial to the minerals reserved to the said James Meiklam and his foresaid under said piece of ground but they should not be entitled to use or dispose of the same for any other purpose whatever so as in any degree to injure the same reserved minerals or impede the working thereof by the said first party or his tenants therein.

### **Burden 3**

Feu Contract containing Feu Disposition by Trustees of James Meiklam (who and whose successors are hereinafter referred to as the First Party) to Trustees of Mossend Iron Company and their heirs and assignees (hereinafter referred to as the Second Party), recorded G.R.S. (Lanark) 23 Jul. 1872, of (I.) area of ground and (II.) area of ground containing together 20 acres 1 rood 20.72 poles, (III.) area of ground extending to 1 acre 23.54 poles, (IV.) area of ground containing 2 acres 18.47 poles, (V.) area of ground measuring 1 acre 1 rood 27.75 poles and (VI.) area of ground measuring 1 acre 1 rood 24 poles, contains the following burdens:

Reserving always as there is hereby expressly reserved to the first party the whole coal ironstone limestone fireclay Bituminous shale and other metals and minerals contained in the said pieces of ground hereby disposed with full power right and liberty to dig work win carry away and dispose of the same and to make use and execute all and every work measure and operation necessary for all or any of these purposes but always so as not to occupy use or break the surface of any of the pieces of ground hereby disposed without the express consent of the said second party in writing first had and obtained thereto Declaring that the said first party shall not be liable for any damage or injury which may be occasioned by the working of the minerals or of the freestone contained in the pieces of ground above described and disposed to any blast furnaces engines or engine houses or other such buildings and machinery which may be erected or set up thereon but only for such injury as may be occasioned to the surface of said pieces of ground themselves or to dwellinghouses or other such like buildings which may be erected thereon as the amount of such injury and damage

shall be fixed and ascertained by two neutral men to be mutually chosen and also reserving to the said first party the whole freestone in the pieces of ground hereby conveyed with liberty to work and carry away the same But declaring that the said second party shall be entitled without paying therefor to work and use the said freestone so far as necessary for any buildings or erections or operations to be made or carried on upon the pieces of ground hereby feued allenary and in such a manner as shall not be prejudicial to the minerals reserved to the said first party under said pieces of ground but they shall not be entitled to make or dispose of the same for any other purpose whatever so as in any degree to injure said reserved minerals or impede the workings thereof by the said first party and further reserving to the said first party full right and liberty to occupy and use as much of the said pieces of ground hereby disposed as may be necessary for embankments in order to form a branch Railway and also First declaring that the said second party are and shall be bound and obliged to erect and finish and thereafter to maintain in good order and repair in all time coming a substantial and sufficient fence between the lands hereby feued and the remaining lands still belonging to the first party hereto which will be sufficient to keep off trespassers (excepting along the sides of the stripe of ground reserved for construction of a railway) for the purpose of completely separating and enclosing the lands hereby feued from the remainder of the lands of Orbiston Unthank and others belonging to the first party Declaring that in case any portion of the said fence shall be used by the said second party to support the roof of any house or houses than the same shall be erected nine inches at least within the boundary of the ground hereby disposed which nine inches shall be left for an eave drop from the roofs of such houses Declaring that the said second party and their foresaids shall at all times have free access and communication over and across the said reserved stripe of ground at any point which may be mutually agreed on Second Declaring that the said second party shall be bound and obliged within the space of two years from 4 Jun. 1872 to make erect and finish upon the pieces of ground hereby disposed in the fifth and sixth places good and substantial houses and buildings and machinery sufficient to yield a yearly rent equal to at least Fifty pounds per annum and to maintain uphold and preserve the same in such good order and repair as will make them sufficient to yield such rent in all time coming and failing the erection of such houses and buildings within the period above limited these presents and all following thereon shall in the option of the said first party be and become void and null Declaring that any chimney stalks for any engines or furnaces or any gaswork that may be erected upon the said pieces of ground shall be of the height or seventy five feet at least and that as far as possible the fumes of any gaswork shall be conveyed into that chimney Third Declaring that the said second party and their foresaids shall be bound and obliged in all time coming to receive and pass through the pieces of ground hereby disposed the water raised from the minerals and the surface water and water flowing from drains formed or to be formed and water used for domestic and other purposes upon the adjoining lands of Orbiston Unthank and others belonging to the said first party and that in the usual courses and directions in which the water from said Lands has hitherto flowed or by other good sufficient and convenient courses and directions through the said pieces of ground hereby disposed in so far as said courses and directions naturally flow at present through the same and which water courses shall at all times be kept clear and maintained by the said second party and their foresaids through said pieces of ground in a proper state of repair and declaring that the said second party and their foresaids shall at all times return into the bed of the Shirrell Burn the whole water which may be drawn from it and used by them from time to time and that not in a hot state or so deteriorated as to be unfit for any of the ordinary purposes of the adjoining lands of the feuars or possessors thereof Fourth Declaring that the said second party shall be bound and obliged to satisfy and pay and so free and relieve the said first party of any loss injury or damage which may be sustained by the tenants feuars or others in the adjoining lands by or in

consequence of the works and operations which may be constructed or carried on by the said second party upon the pieces of ground hereby disposed or any part thereof or upon the said Shirrell Burn of and from all which and of and from all claims suits and demands which may be made or raised thereon the said second party bind and oblige themselves and their foresaids to keep the said first party free harmless and skaithless in all time coming. Declaring always as it is hereby expressly provided and declared that the pieces of ground above described are disposed and conveyed with and under the real lien and burden of the yearly payment to the first party Trustees foresaid and their foresaids of the sum of Two hundred and seventy pounds six shillings sterling of feuduty for the subjects hereby disposed without division payable at two terms in the year Whitsunday and Martinmas by equal portions in all time thereafter with one fifth part further of each terms payment of the said respective feuduties in name of liquidate penalty and expenses in case of and for each failure in the punctual payment thereof attour the said terms payment itself Together also with interest at the rate of five pounds per centum per annum of each terms payment from and after the term at which it becomes due till paid.

Note: A proportion of the feuduty payable under the above Feu Contract was allocated on the subjects in this Title and has been redeemed.

#### **Burden 4**

Feu Contract containing Feu Disposition by Trustees of James Meiklam to Summerlee and Mossend Iron and Steel Company Limited and their assignees and disponees (hereinafter referred to as the Second Party), recorded G.R.S. (Lanark) 1 Apr. 1899, of area of ground extending to 4 1/2 acres, contains the following burdens:

Reserving always as there is hereby expressly reserved to said Trustees and their successors as proprietors of the lands and estate of Carnbroe (who are herein referred to as the first party) the whole coal ironstone limestone fireclay bituminous shale and other metals and minerals contained in the said piece of ground hereby disposed with full power right and liberty to dig work win carry away and dispose of the same and to convey through the said subjects underneath the surface thereof all minerals whatever from the first parties other lands or from lands belonging to other parties in the neighbourhood and that either by themselves or their tenants and to make all underground roads railways tramways and other conveniences and to make use and execute all and every work measure and operation necessary for all or any of these purposes but always so as not to occupy use or break the surface of the piece of ground hereby disposed without the express consent of the second party in writing first had and obtained thereto Declaring that the said first party shall not be liable to any extent whatever for any damage or injury which has been or which may hereafter be occasioned by the working of the said minerals or of the freestone after mentioned contained in the said piece of ground above disposed to any blast furnaces engines or engine houses or other such buildings and machinery or buildings of any description which may be erected or set up thereon and also reserving to the said first party the whole freestone in the said piece of ground but declaring that the said second party shall be entitled without paying therefor to work and use the said freestone so far as necessary for any buildings or erections or operations to be made or carried on upon the said piece of ground hereby feued allanarly and in such manner as shall not be prejudicial to the minerals reserved to the said first party but they shall not be entitled to make or dispose of the same for any other purpose whatever so as in any degree to injure said



reserved minerals or impede the workings thereof by the said first party and also FIRST: the said second party shall be bound and obliged to erect and finish and thereafter to maintain in good order and repair in all time coming a suitable and sufficient fence to be approved of by the first party entirely enclosing the piece of ground hereby feued Declaring that in case any portion of the said fence shall be used by the said second party to support the roof of any house or houses then the same shall be erected nine inches at least within the boundary of the ground hereby disposed which nine inches shall be left for an eaves drop from the roofs of such buildings SECOND: The said second party shall be bound and obliged to uphold and maintain in good repair in all time coming the existing buildings upon the area or piece of ground hereby disposed and in the event of the said buildings being wholly or partially consumed by fire or being injured or deteriorated in value the second party shall be bound to re-erect or restore the same to their former value Declaring that in the event of the second party failing to uphold and maintain such buildings these presents and all following thereon shall in the option of the first party be and become void and null Declaring that any chimney stalks for any engines or furnaces or any gas work that may be erected upon the said piece of ground shall be of the height of seventy five feet at least and that so far as possible the fumes of any gas work shall be conveyed into that chimney THIRD: The second party and their foresaids shall be bound and obliged in all time coming to receive and pass through the piece of ground hereby disposed the water raised from the minerals and the surface water and water flowing from drains formed or to be formed and water used for domestic and other purposes upon the adjoining lands of Orbiston Unthank and others belonging to the said first party and that in the usual courses and directions in which the water from said lands has hitherto flowed or by other good sufficient and convenient courses and directions through the said piece of ground hereby feued in so far as said courses and directions naturally flow at present through the same and which water courses shall at all times be kept clear and maintained by the said second party and their foresaids through said piece of ground in a proper state of repair and declaring that the said second party and their foresaids shall at all times return into the bed of the Shirrel Burn the whole water which may be drawn from it and used by them from time to time and that not in a hot state or so deteriorated as to be unfit for any of the ordinary purposes of the adjoining lands or to the feuars or possessors thereof FOURTH: The second party shall be bound and obliged to satisfy and pay and so free and relieve the said first party of any loss injury or damage which may be sustained by the tenants feuars or others in the adjoining lands by or in consequence of the works and operations which may be constructed or carried on by the said second party upon the piece of ground hereby disposed or on any part thereof or upon the said Shirrel Burn of and from all of which and of and from all claims suits and demands which may be made or raised thereanent the said second party bind and oblige themselves and their foresaids to keep the said first party free harmless and skaithless in all time coming which provisions and declarations together with the other provisions declarations and obligations herein contained importing restrictions or restraints in the use of the said area of ground hereby disposed shall operate as a servitude in favour of the first parties and of their feuars disponees and tenants and may be enforced by any of them For payment of feu duty of Forty five pounds Sterling per annum and that at two terms in the year Whitsunday and Martinmas by equal portions in all time coming with the interest of the said feu duty at the rate of five per centum per annum from the time the same shall become due until payment thereof.

Note: A proportion of the feuduty payable under the above Feu Contract was allocated on the subjects in this Title and has been redeemed.

## Burden 5

Charter of Novodamus and Feu Contract, recorded G.R.S. (Lanark) 1 Apr. 1921 containing (In the First Place) Charter of Novodamus by Trustees of Isabella Dennistoun Meiklam to William Beardmore and Company Limited of (First) to (Fourteenth) 14 pieces of ground and (In the Second Place) Feu Disposition by said Trustees to said Company and their successors and assignees (hereinafter referred to as the Second Party), of (Primo) to (Octavo) 8 plots of ground, contains burdens &c. in the following terms:

RESERVING ALWAYS to the said Trustees and their successors and assignees whomsoever as proprietors of the Lands and Estate of Carnbroe (who are hereinafter called "the First Party") the whole coal ironstone limestone freestone fireclay and other metals minerals stones and fossils lying within and under the eight plots of ground hereby feued and liberty except as hereinafter provided to work win and carry away the same and that either by themselves or their Tenants and to make execute and perform all and every work and operation necessary for all or any of these purposes including all underground roads, railways, tramways and other conveniences necessary for all or any of these purposes but not to put down pits in or occupy use or break any part of the surface of the areas or Plots of ground hereby feued without the express consent in writing of the Second Party; And it is hereby declared that if through the working of the said minerals under the said Plots of Ground hereby feued any damage is done to the surface of the ground or to the buildings erected or to be erected thereon neither the First Party nor their Mineral Tenants shall be liable or responsible for such damage to any extent whatever nor shall they be liable to make good any part of such damage whether the same shall arise during the currency of the present Lease or after its termination; And it is further declared that the First Party and their tenants shall not be liable for the effect of subsidences in old mineral wastes from whatever cause arising and in the event of there having been any old mineral workings or other operations or mineral wastes in or under the said Plots or areas of ground hereby feued prior to Martinmas 1917 (as regards the subjects In the Second Place (primo) and (octavo) dispoened) and Martinmas 1916 (as regards the remainder of the subjects dispoened In the Second Place), being the respective dates of entry, the Second Party shall be held to have provided for the same when laying the foundations of any erections and shall take all risk from subsidence occurring from or in such old workings or operations or other damage arising therefrom: But notwithstanding the before written reservations it is hereby conditioned and Agreed that the unworked coal ironstone limestone freestone fireclay and other metals minerals stones and fossils of every description shall not be wrought or removed by the First Party under that area of ground coloured red on the Plan No.2 annexed and signed as relative hereto and extending to 50.474 acres, bounded towards the north and towards the west by part of ground formerly feued to the County Council of Lanark, now the property of the Second Party, along which it extends One hundred and sixty eight feet and Thirty feet or thereby respectively again towards the north by another part of said ground formerly feued to the County Council of Lanark now the property of the Second Party and partly by ground hereinbefore dispoened to the Second Party along which together it extends Two hundred and sixty nine feet or thereby again towards the west again towards the North again towards the west again towards the north again towards the west, again towards the North again towards the west and again towards the north by the property also before dispoened to the Second Party and ground already belonging to the Second Party along which it extends Seventy feet, Sixty seven feet, One hundred and thirty feet, Fifty eight feet Twenty seven feet Sixty five feet, Sixty four feet and One Thousand Eight hundred and seventy two feet or thereby respectively

towards the North east by east towards the Southeast by east again towards the north east by east and towards the north east by north lands of Woodhall along which it extends in partly straight and partly bent lines Four hundred and seventy five feet One hundred and ninety six feet six inches, Eighty nine feet and Five hundred and eighteen feet or thereby respectively bounded towards the east by ground formerly feued to John Lochore along which it extends Two hundred and eighty feet or thereby towards the South by the Public Road leading from Glasgow to Edinburgh along which it extends Two thousand and seventy four feet or thereby towards the South west by west by property formerly belonging to Archibald Watson along which it extends One hundred and sixty five feet or thereby towards the South east by south and again towards the south partly by property formerly belonging to the said Archibald Watson partly by a private road and partly by properties formerly belonging to John Scott Robert Scott and the Primitive Methodist Church along which together it extends Three hundred and seventeen feet six inches or thereby, again towards the west partly by ground feued to James Thomson and partly by part of Meiklam Street along which together it extends One hundred and seventy three feet or thereby, again towards the South by part of Meiklam Street along which it extends One hundred and one foot Eleven inches or thereby, again towards the west and again towards the south by ground formerly feued to John Baird along which it extends One hundred and twenty five feet and Fifty three feet two inches or thereby respectively again towards the west again towards the South and again towards the east by ground formerly feued to James Fairgrieve along which it extends Thirty two feet five inches One hundred and twenty eight feet one and a half inches and fourteen feet seven inches or thereby respectively, again towards the south partly by Unthank Road now the property of the Second party, partly by ground feued to Alexander Shaw and partly by the remainder of said ground formerly feued to the County Council of Lanark now the property of the Second Party along which together it extends Two hundred and seventy two feet or thereby again towards the west and again towards the South by the remainder of said ground formerly feued to the County Council of Lanark now the property of the Second Party along which it extends One hundred and ten feet and One hundred and sixty eight feet or thereby respectively and again towards the west by other ground hereinbefore disposed to the Second Party, along which it extends Eighty eight feet or thereby being a portion of the said Plots of Ground hereby disposed in the first and second places and an additional piece of ground to the east thereof forming the remainder of the Lands called Faulds Park conveyed to the Wishaw and Coltness Railway Company by the Feu Charter granted by James Meiklam in their favour and particularly described therein and in the Instrument of Sasine following thereon recorded G.R. 20 Mar. 1837 and of another piece of ground extending to about Seven hundred an thirty five decimal or One Thousandth parts of an acre the property of the First party which was reserved for a joint railway (all of which metals minerals and others belong to the First Party) and the unworked coal ironstone limestone freestone fireclay and other metals and minerals stones and fossils of every description (so far as belonging to the First Party) shall not be wrought or removed by the First Party so far as within the First partys property nearer to said area of ground coloured red on the said Plan No.2 than a distance ascertained by taking an angle or slope inclining outwards and downwards from the boundaries of said area containing 50.474 acres of (a) One Vertical in one and a half horizontal to a depth of Forty eight feet vertical and thereafter (b) two Vertical in one horizontal commencing Seventy two feet outwards at right angles from said area at the said depth of Forty eight feet but all of said coal ironstone limestone free stone fireclay and other metals and minerals stones and fossils which belong to the First Party shall remain unworked as a support to the surface of the said area of ground coloured red and the furnaces engine houses and other buildings plant machinery or other works erected or to be erected upon the said area: And the First Party Agree and Bind and Oblige themselves that the coal ironstone limestone

freestone fireclay and other metals and minerals stones and fossils of every kind under said area of ground or within said Angle or Slope shall not be wrought or removed but shall remain at the said angle as a support to the surface of the said Area of ground and the furnaces and Engine houses and other buildings plant machinery and other works erected or to be erected on the said area: Declaring that the foresaid Angle of support has been agreed upon between the parties hereto as defining for all time coming the minerals and others requiring to be left unwrought in order to secure the support from the subjacent and adjacent strata to which said Area immediately hereinbefore described and delineated on said Plan marked No.2 is entitled at Common Law and as affording a good and sufficient support to the buildings and others erected or to be erected on the said Area delineated on the said Plan marked Plan No.2 and in the event of the same proving insufficient the Second Party undertake all responsibility and liability for damage arising from the insufficiency of the Support so afforded to the said area and furnaces and engine houses and other buildings plant machinery or other works erected or to be erected thereon: And the First Party and their Tenants shall not be liable to the Second Party or their Successors for any damage or injury which may be occasioned by the workings of the minerals outwith the area formed by the said angle of support to the surface of the said area hereby granted support as aforesaid or to any erections thereon further than they are liable for otherwise under these presents: AND IT IS HEREBY AGREED that the obligation and restrictions hereinbefore contained not to work the minerals within the angle above mentioned shall be and is hereby declared to be not only personally binding on the First Party but also a real lien burden and servitude on the coal ironstone, limestone freestone, fireclay and other metals, minerals stones and fossils lying within and under the said Area of ground extending to 50.474 acres and within the said angle in favour of the subjects hereby disposed DECLARING that these presents are granted and the subjects of New before disposed are conveyed with and under the burden of the reservations and others before written and also of the whole other reservations real liens burdens provisions declarations restrictions conditions stipulations and others except in so far as hereby expressly altered specified in (First) Instrument of Sasine in favour of William Fulton and William Neilson, recorded G.R. 23 Apr. 1841 (Second) Instrument of Sasine in favour of Trustees for Mossend Iron Company, recorded G.R. 7 Dec. 1846 (Third) Feu Contract between Trustees for James Meiklam and Trustees for Mossend Iron Company recorded G.R.S. (Lanark) 23 Jul. 1872 (Fourth) Feu Contract between Trustees of James Meiklam and Summerlee of Mossend Iron and Steel Company Limited recorded G.R.S. (Lanark) 1 Apr. 1899 and (Fifth) Feu Contract between Trustees of Isabella Dennistoun Meiklam and Lanark County Council, recorded G.R.S. (Lanark) 2 Aug. 1917: BUT DECLARING that the obligation to erect buildings and the restriction contained in the said last mentioned Feu Contract that buildings to be erected on the area thereby feued shall be used and occupied as and for dwellinghouses and relative offices only and the provisions as to Streets and others shall cease to have effect and to that effect the First Party hereby Waive and Renounce their right to the enforcement of the said restriction and obligation to that extent: which Plots of ground hereby feued in the Second Place and in the First Place (twelfth) are intended for and shall be used and occupied by the Second Party for purposes of additions to or extensions of or purposes as hereinafter expressed in connection with the Iron Works belonging to them situated on adjoining ground held by them of and under the First Party as Superiors of the same and shall be used and occupied by the Second Party for no other purpose without the consent in writing of the First Party: Declaring that the Second Party shall be bound if and so far as called on by the First Party to erect so far as not already done an unclimbable iron fence along the south and west marches of the several Plots of ground in the Second Place before disposed where bounded by Meiklam Street and Unthank Road and by the remaining unfeued Lands belonging to the First Party which fences the Second Party shall thereafter be bound to

uphold and maintain all to the satisfaction of the Surveyor for the time of the First Party: And the Second Party shall also be bound to maintain the existing fences and where necessary and required by the First Party replace the same by a stob and four tier barbed wire fence along the north and west marches of the Plot in the Second Place Primo before disposed and about half way along the west marches of the Plot in the Second Place Quarto before disposed and maintain and uphold the same and the existing hedge or fence round the Plot in the Second Place Secundo before disposed so far as not bounded by the property of the Second Party until they are required by the First Party to erect fences of a permanent character of a height and of material to be approved of by the First Party and to be maintained by the Second Party to the satisfaction of the First Party in all time thereafter; AND WHEREAS the farm house and steading of Unthank were situated on part of the areas of ground hereby feued and the Second Party Agreed and bound themselves to make in lieu thereof certain structural additions to the existing farmhouse and steading of the Farm of Hattonrigg conform to Plans and elevations approved by the Second Party to the amount in all of Six thousand One hundred and ninety Pounds four shillings being the cost of said structural additions, which obligation has been duly implemented and fulfilled by the Second Party to the satisfaction of the First Party: Declaring that the Second Party shall be bound and obliged within one year from 17 Nov. 1920 to erect so far as not already done upon the Plots of ground in the Second Place hereby disposed or on one or other of said plots good and substantial buildings and erections sufficient to yield a yearly rent of at least double the total yearly feuduty hereinafter written and thereafter to maintain and uphold the same and the buildings and others already erected on the subjects in the first place hereby disposed in good order and repair so as to afford the First Party a sufficient Security for payment of the Feuduties hereinafter written in all time coming: And no dwellinghouses or buildings of dwellinghouse and shops shall except with the First partys consent in writing first had and obtained and which consent it shall be in the absolute discretion of the First party to grant or refuse be erected on the said areas of ground hereby disposed in the Second Place: And all buildings to be erected thereon shall be erected according to Plans and Specifications to be approved of by the First Party or their Surveyors before building operations are commenced and in the event of said buildings being wholly or partially consumed by fire or otherwise destroyed or in the event of their being injured or otherwise deteriorated in value so as to render them incapable of yielding the foresaid yearly rent then the Second Party shall be bound and obliged within two years after a demand in writing by the First Party to re-erect restore or improve the said buildings so as to make the same capable of yielding the said yearly rent or to erect other buildings in lieu thereof capable of yielding said yearly rent: And Whereas the ground hereby disposed In the Second Place Primo and Secundo has been acquired by the Second Party for the purpose mainly of depositing Slag and Debris from their Iron Works it is hereby provided that said Slag and debris shall be deposited in a manner the least hurtful to the amenity of the remaining property still belonging to the First Party and shall in no case exceed a maximum height of One hundred and twenty five feet above the present level of ground at the North end thereof and at no other part of ground shall it rise above that level and the top of the deposit shall have an even fall southwards and be levelled from east to west and the slopes shall be formed at such an angle as will permanently ensure that the deposits shall be retained within the boundaries of the said Plots of ground hereby feued and clear of the burn on the north which however the Second Party may divert within the boundaries of the feu and the said slopes shall be finished with fine slag and ashes covered with soil: Declaring that in the event of said Slag and debris being allowed to fall beyond the boundaries of said area the Second Party shall be bound to restore the ground so encumbered and to compensate the First Party for any damage thereby occasioned and also to free and relieve the First Party of all claims for damage which may in any way arise or be made

against the First Party in consequence thereof; And in case the said deposit shall in any way injure or destroy the drains belonging to the First Party in the adjacent ground the Second Party shall be bound (First) to free and relieve the First Party of all claims at the instance of the First Party's tenants feuars and others arising out of or in consequence of such injury caused by the said deposit and (Second) to execute such works as may be required to restore the said drains in good permanent working order to the satisfaction of the First Party or their Surveyor for the time: And it is hereby Provided that the Second Party shall be entitled to utilise the said Plots of ground hereby disposed In the Second Place Primo and Secundo for purposes of buildings or works in connection with future extensions of their works on paying therefor the increased rate of feuduty hereinafter stipulated for in that event but not so as to subject the First Party to any liability for mineral damage to the surface or to buildings erected for the purposes of such extensions: AND for the purpose of draining the several Plots of Ground In the Second Place hereby disposed the Second Party shall be bound and obliged to convey away in covered drains all foul water and sewage of every kind from the said areas of ground and buildings erected or which may be erected thereon to some outlet to be approved of by the First Party: And in the event of the Second Party failing to make and to keep in good and sufficient repair the said drains or to clean the same it shall be optional to the First Party to make the same and execute any necessary repairs thereon or to clean the same themselves and to charge the Second Party with the whole or such part of the expense thereof as they are liable for under these presents and interest thereon at the rate of five per cent per annum from the date of disbursement until payment and a Certificate under the hand of the First Party or their Surveyor for the time shall be sufficient evidence of the amount of the said expense and the proportion thereof payable by the Second Party: Declaring that it shall not be lawful for the Second Party to make use of any part of the Plots of ground hereby disposed for depositing dung or rubbish save as hereinbefore provided excepting such as is produced within the same: which provisions and declarations together with the whole other provisions and declarations herein contained importing restrictions or restraints in the use of the said Plots of Ground hereby disposed shall operate as a servitude in favour of the First Party and of their feuars disponees and tenants and may be enforced by any of them: For payment in name of feuduty to the First Party or their Factors or Agents for the time being of the feuduties following videlicet:- For the subjects hereby disposed in the First Place the feuduty of Five Hundred and forty one Pounds Seven shillings and eleven pence being the cumulo amount of the feuduties stipulated for in the said several Feu Contracts recorded as aforesaid and for the Subjects in the Second Place hereby disposed the feuduty of Five hundred and sixteen Pounds ten shillings and nine pence per annum and that at two terms in the year Whitsunday and Martinmas by equal portions in all time coming with interest of the said feuduty at the rate of five per centum per annum from time the same becomes due until payment thereof: BUT WHEREAS the said feuduty before stipulated to be paid for the subjects in the Second Place Primo and Secundo hereby disposed has been fixed on the condition that the same are to be used by the Second Party and their foresaids solely for the deposit of Slag and debris as before provided it is hereby declared and the Second Party bind and oblige themselves and their foresaids that in the event of the said Plots of ground in the Second Place Primo and Secundo or any part thereof being used for purposes in Connection with the Second Party's works other than the deposit of Slag and debris as aforesaid the rate of feuduty payable for said Plots or such part thereof as shall be thereby set apart or cut off for such other purpose from the remainder of said Plots shall be increased from Three Pounds Fifteen shillings per acre (the rate at which the same has been calculated to ascertain the above feuduty of Five hundred and sixteen Pounds ten shillings and ninepence) to Ten Pounds per acre (the rate of feuduty for the remainder of said Plots not utilised for other purposes remaining at the said rate of Three Pounds fifteen shillings per acre)

commencing the first terms payment of said increased feuduty at the first term of Whitsunday or Martinmas which shall happen after the said Plots of ground before disposed in the first and Second Places or any part thereof shall be used for other purposes as aforesaid and so forth half yearly termly and proportionally thereafter in all time coming with interest as above provided with regard to said feuduty of Five hundred and sixteen Pounds ten shillings and ninepence.

1: Proportions of the Feuduties payable under the above Charter of Novodamus were allocated on the subjects in this Title and have been redeemed. 2: The said deed plan No.2 has not been produced to the Keeper. The said area extending to 50.474 acres cannot therefore be identified in relation to the subjects in this Title.

## **Burden 6**

Feu Contract containing Feu Disposition by Trustees of Isabella Dennistoun Meiklam to Colvilles Limited and their successors and assignees (hereinafter referred to as the Second Party), recorded G.R.S. (Lanark) 18 Dec. 1942, of strip of ground containing 2 roods 37.6 poles, contains the following burdens:

Reserving always to said Trustees and their successors and assignees whomsoever as proprietors of the Lands and Estate of Carnbroe (who are hereinafter called "the First Party") the whole coal, ironstone, limestone, freestone, fireclay and other metals and minerals lying within and under the strip or area of ground hereby feued: Declaring that the foregoing reservation of minerals is subject to the agreement not to work the same contained in Charter of Novodamus and Feu Contract between Trustees of Isabella Dennistoun Meiklam and William Beardmore and Company Limited, recorded G.R.S. (Lanark) 1 Apr. 1921.

## **Burden 7**

Disposition by Colvilles Limited to Minister of Supply, recorded G.R.S. (Lanark) 18 Dec. 1942 of area of land extending to 19.052 acres, of which that part of the subjects in this Title tinted pink on the Title Plan forms part, contains the following burdens:

Declaring that our said disponee shall be bound to erect at his own expense suitable fences so far as not already existing along the boundaries of the area of land hereby disposed dividing it from our remaining property, which fences shall be erected to our satisfaction wholly on the said area of land and shall be maintained by our said disponee and his successors in good order and repair at his and their expense in all time coming: AND FURTHER We ASSIGN AND DISPONE to the said Minister of Supply in trust for and on behalf of His Majesty and his Royal Successors (but only so far as applicable to the area of land hereby disposed which area of land is embraced in the area of ground extending to Fifty acres and Four hundred and seventy four decimal or one thousandth parts of an acre aftermentioned) the real lien burden and servitude that the unworked coal, ironstone, limestone, freestone, fireclay and other metals, minerals, stones and fossils of every description shall not be wrought or removed by the Trustees of Miss Isabella Dennistoun Meiklam under the said area of ground aftermentioned and also, so far as belonging to the said Trustees and within their property, nearer to the said area of ground aftermentioned than a distance ascertained by taking an angle or slope inclining outwards and downwards from the boundaries of the said area of ground aftermentioned of (a)

one vertical in one and a half horizontal to a depth a Forty eight feet vertical and thereafter (b) two vertical in one horizontal commencing Seventy two feet outwards at right angles from the said area of ground aftermentioned at the said depth of Forty eight feet, but all of the said coal, ironstone, limestone, freestone, fireclay and other metals and minerals stones and fossils belonging to the Trustees of the said Miss Isabella Dennistoun Meiklam shall remain unworked as a support to the surface of the area of ground extending to Fifty acres and Four hundred and seventy four decimal or one-thousandth parts of an acre or thereby Imperial Standard Measure, part of the lands and estate of Carnbroe in the Parish of Bothwell and County of Lanark and declaring that our said disponee and his foresaids as proprietors of the area of land hereby disposed shall be bound to afford to us and our successors as proprietors of the remaining portion of the said area of ground extending to Fifty acres and Four hundred and seventy four decimal or one thousandth parts of an acre the same right of lateral support for the surface of the said remaining portion and the buildings thereon as is hereby assigned to him in respect of the area of land hereby disposed.

## Burden 8

Disposition by British Steel Corporation to Alex W. Thomson Limited and their successors and assignees, recorded G.R.S. (Lanark) 17 Sep. 1974, of plot of ground containing 218 acres, of which the subjects in this Title form part, contains the following burdens:

(First) declaring that the access road tinted blue on the Title Plan will be maintained at the joint and equal expense of us and our successors and our said disponees and their foresaids, (Second) the cost of maintenance of the access road leading from Main Street, Bellshill, more fully described in the Property Section will from the points between Main Street aforesaid and the entrance of the said access road tinted blue on the Title Plan be borne between us and our successors and our said disponees and their foresaids on a user basis (Third) (primo) the existing fence along the east boundary between points G and H on the said plan shall be maintained jointly by us and our successors and by our said disponees and their foresaids shall erect a chain link fence with concrete post along the north boundary between points H and J on the said plan and thereafter the said fence and post shall be maintained mutually by us and our successors and our said disponees and their foresaids, (tertio) the existing fence along the west boundary between points J and K on the said plan will be maintained jointly by us and our successors and by our said disponees and their foresaids, (quarto) our said disponees and their foresaids shall in so far as not already constructed erect a fence along the boundary between the points K and L on the said plan and thereafter shall be entitled to recover one half of the costs of said fence from us or our successors, which said fence shall be maintained jointly by us and our successors and our said disponees and their foresaids, (Quinto) our said disponees and their foresaids shall erect firstly, a gate across the said access road tinted blue on said plan and secondly a fence along the boundary between the points M and G on said plan which gate and fence shall be maintained thereafter by our said disponees and their foresaids.

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