



Title Information: MID173285

Search summary

Date/Time of search	07 Apr 2026 12:59:59
Transaction numbers	SCO-25649173
User reference	Not provided

Section A

Property

MID173285

Date of first registration	15 Aug 2016
Date title sheet updated to	15 Aug 2016
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	
Title Number	MID173285
Cadastral Unit	MID173285
Sasine Search	206079
Property address	29 LAWERS SQUARE, PENICUIK EH268JS
Description	Subjects cadastral unit MID173285 29 LAWERS SQUARE, PENICUIK EH268JS edged red on the cadastral map.
Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Disposition in Entry 1 of the Burdens Section.

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MID173285**Section B**
Proprietorship

ELIZABETH DONOGHUE IRELAND (otherwise known as ELIZABETH IRELAND) 2 Lawers Square, Penicuik, EH26 8JS.

Entry number	1
Date of registration	15 Aug 2016
Date of Entry	
Consideration	Not Applicable

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Section C

Securities

MID173285

Entry number 1

Specification Standard Security by said ELIZABETH DONOGHUE IRELAND (otherwise known as ELIZABETH IRELAND) to AVIVA EQUITY RELEASE UK LIMITED incorporated under the companies acts (Registered Number 03286484), Registered Office Wellington Row, York, North Yorkshire YO90 1WR.

Date of registration 15 Aug 2016

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Section D

MID173285

Burdens

Number of Burdens: 1

Burden 1

Feu Disposition by Midlothian District Council (who and whose successors are hereinafter referred to as "the Superiors") to David Ireland and another and their executors and assignees (hereinafter referred to as "the Feuar"), recorded G.R.S. (Midlothian) 28 Apr. 1989, of the subjects in this Title (hereinafter referred to as "the Feu"), contains the following burdens:

(First)

There shall be reserved to the Superiors, subject always to the terms of the Coal Act 1938 and the Coal Industry Nationalisation Act 1946, the whole mines, metals and minerals of whatsoever nature within and under the Feu, with full power and liberty to the Superiors or any persons authorised by them, but without entering on the surface of the Feu, to search for, work, win, raise, calcine, manufacture and carry away the said minerals and others and to do everything necessary for all or any of these purposes; Declaring that, in the event of the Superiors exercising any of the said reserved rights or powers, they shall be bound to make payment to the Feuar for all damage which may thereby be occasioned to the surface of the Feu or buildings or erections thereon as such damage shall, failing agreement, be determined by arbitration.

(Second)

Reserving to the Superiors and their successors as proprietors of the adjoining subjects, all rights of servitude and wayleave for all existing water supply pipes, drain pipes, electricity cables and all other facilities and services enjoyed by the said adjoining subjects, with right of access thereto, on all necessary occasions when required, for inspection, repair, maintenance and, when necessary, renewal of the same, subject to the making good of all surface damage thereby occasioned:

(Third)

The dwellinghouse erected or to be erected on the Feu shall be used as one private dwellinghouse only and for no other purpose and shall not be sub-divided or occupied by more than one family, nor shall the said dwellinghouse or any buildings or erections on the Feu be used for any trade, profession or business of any kind, nor shall any business nameplate or advertisement be exhibited or affixed thereon or on any part of the Feu without the prior written consent of the Superiors:

(Fourth)

Any garage erected or to be erected on the Feu shall be used for not more than two private motor cars and no caravans or other vehicles shall be kept or stored on the Feu except to the rear of the building line of the dwellinghouse erected or to be erected thereon:

(Fifth)

No buildings or erections, other than the said dwellinghouse or any other buildings or erections for which the Superiors' written approval was given prior to the date of entry being 7 Oct. 1988, shall be erected on the Feu, and no external alterations of any kind (including the fixing of television aerials or similar attachments) shall be made to the said dwellinghouse or buildings or erections without the prior written consent of the Superiors:

(Sixth)

The said dwellinghouse and any buildings or erections on the Feu shall not be used for any purpose whatsoever which may, in the sole opinion of the Superiors, be deemed to be a nuisance or occasion disturbance:

(Seventh)

The Feuar shall be bound at all times

(a) to maintain the said dwellinghouse and any buildings or erections on the Feu in good order, condition and repair and to keep the same in good external decoration;

(b) to repaint the external parts thereof in accordance with a colour scheme to be approved in writing by the Superiors;

(c) to use the ground lying to the front of the rear building line of the said dwellinghouse as ornamental or garden ground only and the ground to the rear of the said building line as ornamental or garden ground or as a drying green for the drying of clothes only; and

(d) to maintain the Feu, in so far as unbuilt upon, in a neat and tidy condition and that all to the satisfaction of the Superiors:

(Eighth)

The Feuar shall be bound to maintain in good condition and repair the mutual roof, chimney stalks, gable walls, rhone pipes, down pipes, drain pipes, drains and all other common or mutual parts in so far as common to the subjects hereby disposed and the subjects aftermentioned and to pay an equal share along with such of the proprietors of 28, 30 and 31 Lawers Square, Penicuik, as shall have an interest therein of the cost of maintaining, repairing and, when necessary, renewing the said mutual roof, chimney stalks, gable walls, rhone pipes, down pipes, drain pipes, drains and all other parts, common or mutual, under declaration that when a majority of the said proprietors consider it necessary to have any mutual repairs, maintenance or renewal executed, they shall have power to order the same to be done and they and the said remaining proprietors, whether consentors or not, shall be bound to pay their respective share of the cost thereof in the same way as if their consent had been obtained:

(Ninth)

The Feuar shall be bound (a) to pay an equal share along with the adjoining proprietors of the cost of maintaining, repairing and when necessary, renewing the mutual fences on the North eastern boundary and fence and brick walls on the South western boundary at their own expense to maintain, repair and, when necessary, renew the remaining boundaries, all to the satisfaction of the Superiors:

(Tenth)

There shall be reserved at all times to the Superiors and their successors full rights of access to the Feu and all buildings and erections thereon for all necessary purposes, subject only to the making good of any damage thereby occasioned:

(Eleventh)

In so far as not maintained by the Local Authority, the Feuar shall be solely responsible, except as aftermentioned, for the maintenance, repair or, when necessary, renewal of any roadway, pavement, kerb, parking area, footpath, access, close, pend and others serving or ex adverso the Feu; Where such roadway, pavement, kerb, parking area, footpath, access, close, pend and others serve or is ex adverso other subjects, the cost of such maintenance, repair or renewal shall be shared equally between the Feuar and the relevant affected proprietors; Declaring that when a majority of the relevant affected proprietors consider it necessary to have any maintenance, repair or renewal executed, they and the other relevant affected proprietors, whether consentors or not, shall be bound to pay their respective share of the cost thereof in the same way as if their consent had been obtained:

(Twelfth)

There shall be reserved to the Superiors and their successors as proprietors of the adjoining subjects a right of access and a right to attach lines to any common or mutual clothes poles; and

(Thirteenth)

The Feuar shall be bound to keep the said dwellinghouse and all other buildings and erections on the Feu insured against damage or destruction for the full reinstatement value thereof and, in the event of the said dwellinghouse, buildings or erections or any part thereof being damaged or destroyed, the Feuar shall be bound to restore the same to the full reinstatement value thereof within a period of two years from the date of such damage or destruction conform to plans, elevations and specifications of materials to be approved in writing by the Superiors before building work is commenced.

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