



# Title Information: MID19708

## Search summary

<b>Date/Time of search</b>	22-10-2021 13:37:56
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<b>Transaction number</b>	SCO-09455496
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<b>User Reference</b>	
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**Section A****MID19708**

## Property

<b>Date of first registration</b>	09-04-2002
<b>Date title sheet updated to</b>	29-01-2007
<b>Hectarage Code</b>	0
<b>Interest</b>	PROPRIETOR
<b>Map Reference</b>	NT2372SE
<b>Title Number</b>	MID19708
<b>Cadastral Unit</b>	MID19708
<b>Sasine Search</b>	<u>149111</u>
<b>Property address</b>	25/4 WATSON CRESCENT, EDINBURGH EH111EZ

**Description**

Subjects within the land edged red on the Title Plan being 25/4, WATSON CRESCENT, EDINBURGH EH11 1EZ together with a right in common with the other proprietors of the said tenement (first) to the solum on which the said tenement is built (second) to the backgreen belonging and attached to the said tenement which backgreen shall be used exclusively for drying and bleaching clothes and for no other purpose whatever and (third) the whole rights common and mutual to the proprietors of the said tenement; With free ish and entry to the subjects in this Title by the common passage and stair in the said tenement, to the backgreen by the common passage and stair leading thereto, to the chimney tops and roof of the said tenement by the common passage, stair and hatchway leading thereto for the purpose of cleaning vents and all other necessary purposes and to the drains, soil and other pipes of the said tenement.

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**Section B****MID19708**

Proprietorship

WILLIAM ALEXANDER SOWTER 25 4, Watson Crescent, Edinburgh.

<b>Entry number</b>	1
<b>Date of registration</b>	12-08-2005
<b>Date of Entry</b>	21-07-2005
<b>Consideration</b>	£102105

- Notes**
1. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects.
  2. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Civil Partnership Act 2004, of partners of persons who were formerly entitled to the said subjects.

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**Section C****MID19708**

## Securities

<b>Entry number</b>	1
<b>Specification</b>	Standard Security for £25100 and further sums by said WILLIAM ALEXANDER SOWTER to NATIONWIDE BUILDING SOCIETY incorporated under the Building Societies Act 1986, Head Office Nationwide House, Pipers Way, Swindon SN38 1NW.
<b>Date of registration</b>	29-01-2007

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## Section D

**MID19708**

### Burdens

Number of Burdens: 3

#### **Burden 1**

Feu Contract containing Feu Disposition by the Trustees of the General Property Investment Company Limited (who and whose successors and assignees are herein referred to as "the Superiors") to Duncan Buchanan Ritchie and his heirs and assignees (who are herein referred to as "the Feuar"), recorded G.R.S. (Edinburgh) 8 Oct. 1895, of two areas of ground of which the subjects in this Title form part, contains the following burdens:

Providing and declaring that the feuar shall be bound and obliged to erect and thereafter to maintain and uphold upon each of the pieces of ground hereby disposed a flatted tenement of the height of four storeys containing 4 houses on each flat (the other parts of said pieces of ground being to be used only for front plots and back greens) such tenements shall not be more than fifty feet in depth from the front street and shall be erected in strict conformity with front and back elevations and floor plans to be approved of by the Superiors; The whole of the fronts of the buildings as well as all the ornamented parts shall be built of stone from any quarry which in the opinion of the Superiors' Architect is suitable in colour and quality such tenements shall be covered with blue scotch slates and the front of each above the level of the street shall be of a style and quality of work to be approved of by the Superiors; The roofs and chimney stalks shall not be made higher than represented on the elevations; The mutual gables shall be at least thirty inches thick exclusive of the breakings and offsets and the back green mutual division fences shall consist of either a wall fifteen inches thick and eighteen inches high including a stone cope six inches thick surmounted by an iron rail three feet six inches high of a pattern to be approved of by the Superiors or an iron rail alone four feet high; Providing and declaring further that the feuar shall put up a parapet and railing in front of and at the sides of each front plot the railing to be three feet six inches high and the parapet fifteen inches thick and not exceeding eighteen inches high of neat squared dressed coursers with a droved cope six inches thick and the said parapets and railings shall be formed and constructed in a manner to be approved of by the Superior; Further providing and declaring that the feuar shall be bound to pay to Peter Justice and Peter Cruikshanks or other party or parties entitled thereto one half of the expense of building the mutual gable back green division wall and front plot parapet and railing to the southwest of the piece of ground second hereby disposed on producing vouchers thereof or failing such production one half of the value thereof as the same may be ascertained by a valuator mutually chosen or appointed by the Superiors and said gable and others shall on payment of said half expense or value become the mutual property of the said Peter Justice and Peter Cruikshanks or other party or parties and of the feuar under these presents and providing and declaring further that the feuar shall not be entitled to quarry stones on or to remove sand or other material from the pieces of ground hereby disposed except for the purpose of building thereon; Providing also and declaring that the feuar shall keep the said tenements insured to their full reinstatement value against loss by fire the Superiors being entitled at all times to be satisfied that such insurance is kept up and failing such satisfaction to complete such an insurance in their own names and to charge the feuar with the expense thereof which he shall be bound to pay and in the event of any sums being recovered under

such insurance they shall be expended by the feuar within a reasonable time and not exceeding two years at the outside in rebuilding or repairs at the sight of the Superiors' Architect said tenements shall not be used for the sale of intoxicating liquors or for keeping gunpowder or other explosive or other explosive or dangerous materials or for any other purpose that can be considered a nuisance or offensive to the neighbouring proprietors or tenants or generally for any other than residential purposes and further providing and declaring that the feuar shall be bound to keep clean maintain and uphold the parapets railings and other constructions foresaid jointly with the Superiors other feuars liable to bear a proportion of the expense thereof and that to the satisfaction of the authorities of the City of Edinburgh; Duncan Buchanan Ritchie binds and obliges himself and his heirs and successors whomsoever in the said subjects to pay to the Trustees and their successors Superiors for each of the pieces of ground hereby disposed in name of feuduty the sum of Eighteen pounds yearly and that at two terms in the year Whitsunday and Martinmas by equal portions half yearly at the said two terms in all time thereafter with interest at the rate of five per cent per annum during the not payment.

## **Burden 2**

Memorandum of Agreement between (I) the Marriage Contract Trustees of James Stevenson and Jane Omond and (II) Alexander Wilson, recorded G.R.S. (Edinburgh) 31 Mar. 1916, constitutes in respect of commutation of casualties an additional feuduty of £1.5s.3d. over and above the existing feuduty of £18 for each plot of ground.

Memorandum of Agreement between (I) the Marriage Contract Trustees of James Stevenson and Jane Omond and (II) Alexander Wilson, recorded G.R.S. (Edinburgh) 31 Mar. 1916, constitutes in respect of commutation of casualties an additional feuduty of £1.5s.3d. over and above the existing feuduty of £18 for each plot of ground.

## **Burden 3**

Disposition by Trustees of Alexander Wilson to Leslie Dean and another and their executors and assignees recorded G.R.S. (Midlothian) 8 Mar. 1977 of the subjects in this Title contains the following burdens:

The burden of paying an equal or one-sixteenth share along with the whole other proprietors of the Tenement 25 Watson Crescent, Edinburgh of the expense of upholding the roof of the said tenement, the chimney stalks, common stairs, railings, passages back and front, back and front outer doors, backgreen and poles therein, mutual walls of said backgreen, rainwater pipes and drains and all other burdens common and mutual to the said tenement; Declaring also that when a majority of the proprietors of the said tenement consider it desirable to have any mutual repairs executed they shall have the power to order the same to be done and the whole proprietors of the said tenement, whether consentors or not, shall be bound to pay their respective shares of the expense thereof in the same way as if their consent had been given.

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