



Title Information: FFE40154

Search summary

Date/Time of search	03-09-2020 15:00:39
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Transaction number	SCO-06108056
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User Reference	
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Section A

FFE40154

Property

Date of first registration	18-04-2000
Date title sheet updated to	07-06-2010
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NT1895
Title Number	FFE40154
Cadastral Unit	FFE40154
Sasine Search	<u>41888</u>
Property address	STRATHMORE, GLENCRAIG, LOCHGELLY KY5 8AA
Description	Subjects STRATHMORE, GLENCRAIG, LOCHGELLY KY5 8AA tinted pink, blue, and green on the Title Plan, together with a right along with the proprietors of the adjacent house on the southeast to the mutual division wall separating the said dwellinghouse in this Title and the said adjacent dwellinghouse, the mutual chimney stalk, and all other services common and mutual to the said two last mentioned dwellinghouses (Second) a right along with the proprietors of the other two dwellinghouses in the row of 3 houses known as "Strathmore" at Main Street, Glencraig, of which the subjects in this Title form part to the drains, soil, water, gas and other pipes of the said whole property so far as used in common and of access thereto when required, and all other services common and mutual to the said three dwellinghouses and (Three) the whole other rights, common and mutual to the said subjects in this Title and the remainder of the said whole subjects.
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

FFE40154

Proprietorship

CHRISTOPHER PETER MCCONVILLE and HELEN ROSS MCCONVILLE Strathmore, Glenraig, Lochgelly, KY5 8AA equally between them and the survivor of them.

Entry number	1
Date of registration	07-06-2010
Date of Entry	19-05-2010
Consideration	Certain Good and Onerous Causes
Notes	<div>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.</div> <div>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.</div>

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Section C

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Securities

There are no entries.

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Section D

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Burdens

Number of Burdens: 2

Burden 1

Feu Contract containing Feu Disposition by Commissioner for Gilbert John Elliot Murray Kynnymond, Earl of Minto to Thomas More and his heirs and assignees, recorded G.R.S. (Fife) 17 Oct. 1905, of 0.313 acre of ground, of which the subjects in this Title form part, contains the following burdens:

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Excepting and reserving always to the said Earl of Minto and his heirs and successors all ironstone coal fireclay marl shale and limestone and all mines metals minerals and stone of every description which may be found in and under the ground hereby feued with power to the said Earl of Minto and his foresaids and his or their tacksman or others in his or their name to work win and carry away the said metals minerals and other substances hereby reserved and to do everything necessary for working winning and carrying away the same except that he or they shall not be entitled to sink pits in the ground hereby disposed and with power if necessary to lower the surface of the said ground and in the event of any damage being caused to the ground hereby feued or to the buildings erected or to be erected thereon or to the water with which the same may be supplied or to the drainage thereof or in any other manner of way by or through the past or future workings of the said ironstone coal fireclay marl shale or limestone or any of them or other metals minerals or stone under or near the ground hereby feued no claim for damage or recompense shall on such account lie or be competent to the said Thomas More or his foresaids against the said Earl of Minto or his foresaids or his or their tacksmen or other persons deriving right from him or them and the said Thomas More shall be bound as he hereby binds and obliges himself within twelve months from the term of entry to erect on the piece of ground hereby disposed a substantial Dwelling house of stone and lime or of brick and lime cemented outside and finished in imitation of stone according to the Plan thereof to be submitted to and approved of by the Architect for the said Earl of Minto before building operations are commenced and the said Thomas More shall be bound in building the said house to keep the front line of the same not further forward than in a line with the existing houses on the east or south east and also to finish the said house to the satisfaction of the said Architect for the said Earl of Minto and thereafter to uphold the same in proper order and repair and the said Thomas More shall be bound within the like period of twelve months at his own expense to erect good and sufficient boundary walls of stone and lime or brick and lime on each side of the piece of ground hereby disposed so far as not occupied by the buildings to be erected or so far as not already done the said boundary walls on the West or North west and North or North east sides being erected one half on the said piece of ground and the other half on the adjoining ground belonging to the said Earl of Minto and to be mutual fences but without any claim whatever to the said Thomas More or his foresaids for payment from the said Earl of Minto or his foresaids of any part of the expense of erecting said walls but on the adjoining ground on the west or north west and north or north east sides being feued the said Thomas More or his foresaids shall be entitled to recover one half of the value of the said walls from the

adjoining feuars and the said Thomas More shall be bound to repay the said Alexander Beveridge one half of the cost of erecting the boundary wall on the east or south east side of the piece of ground hereby disposed and after payment of one half of the value of the said division walls as aforesaid the same shall be the joint property of the said Thomas More and his foresaids and the feuar or feuars of the said adjoining ground and shall be maintained by them respectively at their joint expense And the said Thomas More shall be bound to temporarily fence the said piece of ground till said walls are erected Declaring that the said Thomas More and his foresaids shall be bound to observe all regulations of the Fifeshire County Council in regard to the erection of the said house and to the formation and upkeep of roadways and footpaths so far as the same may be applicable to the piece of ground hereby disposed And the said Thomas More shall also be bound to settle with the Agricultural Tenant of the lands of which the piece of ground hereby disposed forms a part all claims at the instance of said tenant for unexhausted manures &c. in the said piece of ground and to free and relieve the said Earl of Minto of all questions in connection therewith Declaring that if the said Dwelling house and offices or fences or any other buildings on the said ground authorised by the superior shall at any time be allowed to become ruinous or untenable and in case the said Thomas More or his foresaids shall fail to make the necessary repairs after a written notice and requisition to that effect is given by the said Earl of Minto or his Factor for the time to the said Thomas More or his foresaids then on the expiry of three months from the date of such notice and requisition this present right and investiture with all that may have followed thereon shall become void and null and the said subjects with the buildings thereon shall revert and belong to the said Earl of Minto and his foresaids free and disencumbered of all burdens whatsoever and the Sheriff of the County of Fife shall be a competent Judge to declare such irritancy but with power to the said Thomas More or his foresaids to purge the same at the bar by producing evidence of the necessary repairs having been made and paying all expenses And further declaring that the said Thomas More and his foresaids shall not be permitted to use or allow to be used any building erected on the said piece of ground as an Hotel or Public House for the sale of excisable liquors Declaring that if the said Thomas More or his foresaids shall at any time use or allow to be used any building to be erected on the said piece of ground for said purpose in the option of the Superior not only shall this Feu Contract become void and null but the said subjects shall revert and belong to the said Earl of Minto and his foresaids as Superiors thereof in like manner as if this Feu Right had never been granted but without prejudice to the rights and interests of bona fide heritable creditors and also without prejudice to the legal rights and remedies of the said Earl of Minto and his foresaids for payment of the feu duties and performance of the prestations payable by and incumbent on the said Thomas More and his foresaids under these presents For which causes the said Thomas More binds and obliges himself and his heirs executors and successors whomsoever all conjunctly and severally to pay to the said Earl of Minto and his heirs and assignees whomsoever the sum of Three pounds two shillings and eightpence sterling per annum for the subjects hereby disposed in name of feuduty at two terms in the year Whitsunday and Martinmas by equal portions in all time thereafter and the interest of the said feuduty at the rate of five per centum per annum after the same shall have become due during the not payment.

Burden 2

Disposition by William Burt More to Thomas Edward Thomlinson and Elizabeth Burns or Thomlinson and their executors and assignees ("the disponent") recorded G.R.S. (Fife) 12 Aug. 1971, of the subjects in this Title, contains the following burdens;

(One) the burden of paying

(a) the sum of One pound, One shilling Sterling yearly of feuduty payable said feuduty by equal portions at the terms of Whitsunday and Martinmas being the proportion hereby apportioned on the subjects hereby disposed of the cumulo feuduty of Three pounds, Two shillings and Eight pence Sterling payable by me for the said whole subjects contained in the Feu Contract in Entry 1

(b) a one-half share along with me and my foresaids as proprietors of the adjacent dwellinghouse of the cost of upholding and maintaining the mutual division wall separating the dwellinghouse hereby disposed and the adjacent dwellinghouse, the mutual chimney stalk and all other services common and mutual to the said last mentioned two dwellinghouses

(c) a one-third share along with me and my foresaids as proprietors of the remainder of the whole subjects "Strathmore" at Main Street, GlenCraig, of which the subjects in this Title form part of the cost of upholding and maintaining the drains, soil, water gas and other pipes of the said whole subjects so far as used in common and all other services common and mutual to the subjects hereby disposed and the remainder of the said whole subjects, and

(d) the cost of upholding and maintaining the boundary walls or fences along the northwest and northeast boundaries of the piece of ground hereby disposed

(Two) that the drains, soil, water, gas and other pipes serving the remainder of the said whole subjects so far as those are situated in, pass through, under or above the subjects hereby disposed shall be allowed to remain in their present position, with right of access thereto on all necessary occasions in favour of all parties having interest therein for the purposes of inspection, maintenance and renewal, and

(Three) there is reserved to me and my foresaids as proprietors of the remainder of the said whole subjects

(a) a right to the use of the wash-house erected on part of the said piece of ground hereby disposed as the wash-house is tinted blue on the Title Plan with all necessary rights of access thereto and also to the three cellars retained by me

(b) a right of access for pedestrian and vehicular traffic over that part of the piece of ground hereby disposed used as a mutual access and path as the said access and path are tinted green on the said plan and

(c) a right of access in favour of me or my foresaids over the subjects hereby disposed so far as necessary for the purposes of inspecting, repairing and renewing any part of the remainder of the said whole subjects still belonging to me; Declaring that me and my foresaids as proprietors of the remainder of the said subjects contained in the said Feu Contract shall be bound to pay a two-thirds share of the expense of upholding and maintaining the said wash-house and that part of the said ground hereby disposed used as a mutual access and path tinted green on the said plan.

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