



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

30241
12/12/1996

TITLE NUMBER

GLA46948



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

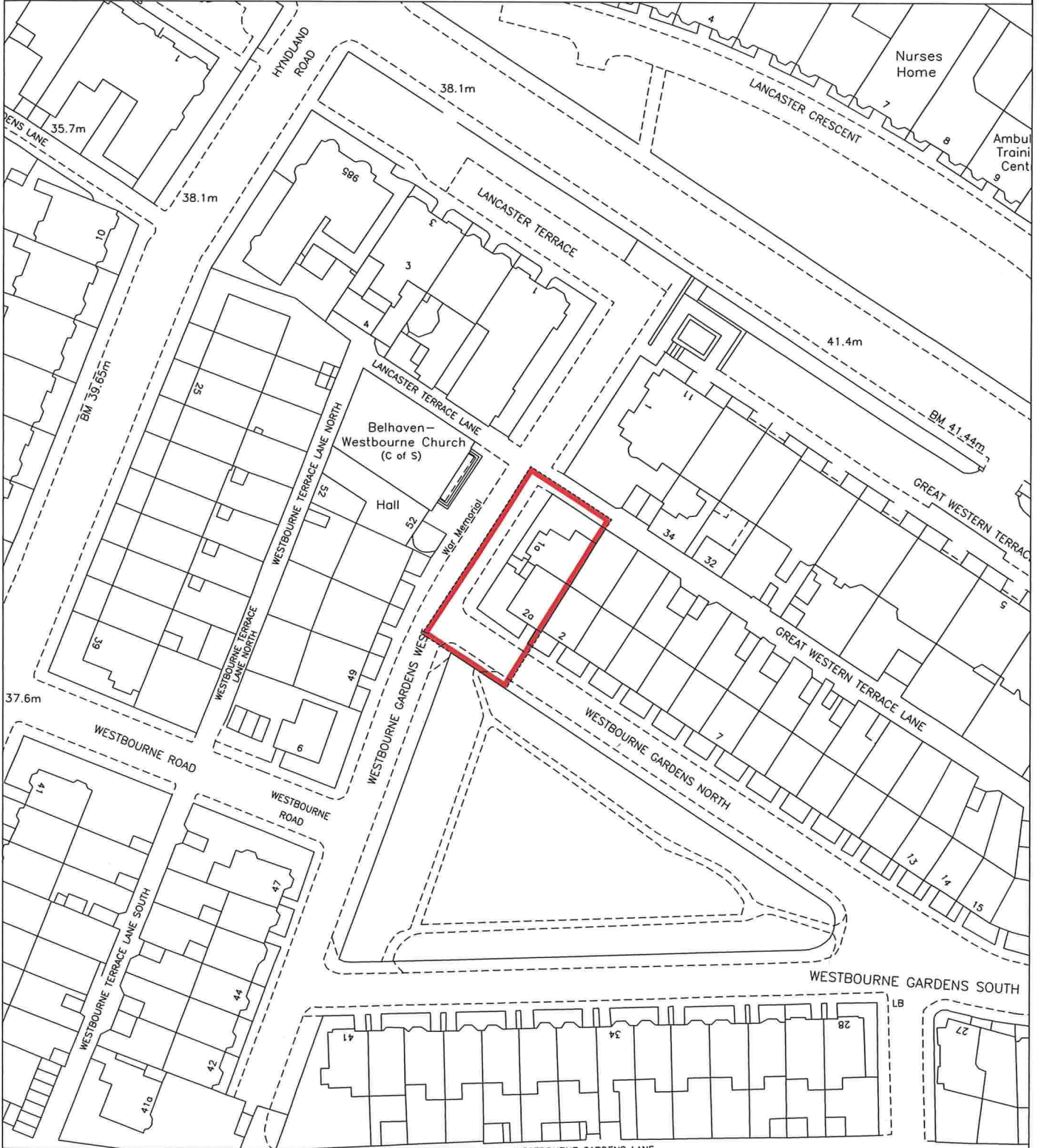
70m

NS5567NE NS5667NW

Survey Scale

1/1250

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Title Information: GLA46948

Search summary

Date/Time of search	02-09-2020 13:11:12
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Transaction number	SCO-06097087
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User Reference	ELL/JSB/BOL/15/2
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Section A**GLA46948**

Property

Date of first registration	22-11-1988
Date title sheet updated to	10-04-2014
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NS5667E
Title Number	GLA46948
Cadastral Unit	GLA46948
Sasine Search	
Property address	1 WESTBOURNE GARDENS, GLASGOW G12 9XE
Description	Subjects 1 WESTBOURNE GARDENS, GLASGOW G12 9XE comprising the area of ground edged red on the Title Plan under exception of the parts specified in the Schedule of exceptions below.
Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 1 of the Burdens Section.

Schedule of Exceptions

Entry No	Plan No	Subjects	Feuduty	Ground Annual	Date of Recording or Registration
1		Dwellinghouse consisting of the double flat forming the two upper floors of the building 1 and 2A Westbourne Gardens, together with (one) a joint or common right of property in the solum of the said building along with the proprietors of the			08-02-1949
		dwellinghouse comprising the flat and the basement flat of the building; (two) The exclusive right of access by the outside stair or steps to the said upper flat by the entrance forming number 2A Westbourne Gardens, and to the ashbin shelter and space			08-02-1949

Entry No	Plan No	Subjects	Feuduty	Ground Annual	Date of Recording or Registration
		beneath the said outside stair or steps (three) right in common with the proprietors of the said dwellinghouse comprising the street flat and basement flat in the roof, the external walls including gable walls of the said building, drains, rain and			08-02-1949
		soil and water pipes, wires mains conductors and other transmitters of the same and all others common or mutual to the said whole building, and			08-02-1949
		(four) right of access to all common or mutual property for the purpose of inspection or repair or for any other usual or necessary purpose.			08-02-1949

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Section B**GLA46948**

Proprietorship

DAVID MICHAEL BOLLAND and KATIE FLORA BOLLAND (otherwise KATIE FLORA LANDER) spouses 1 Westbourne Gardens, Glasgow, G12 9XE equally between them.

Entry number	1
Date of registration	17-06-1996
Date of Entry	07-06-1996
Consideration	£230,000

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**GLA46948**

Securities

Entry number	1
Specification	Standard Security for £200000 and further sums by said DAVID MICHAEL BOLLAND and KATIE FLORA BOLLAND to SANTANDER UK PLC incorporated under the Companies Acts (Company Number 02294747), Registered Office 2 Triton Square, Regent's Place, London NW1 3AN.
Date of registration	11-02-2014

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Section D

GLA46948

Burdens

Number of Burdens: 3

Burden 1

Disposition by John Park Fleming as Trustee for Kelvinside Estate Company to James Whitelaw Anderson and his heirs and assignees, recorded P.R.S. (Glasgow &c.) 26 Oct. 1868, of 16 acres 2 roods 25 poles of ground &c., of which the subjects in this Title form part, contains the following rights and burdens:

Reserving always to me the said John Park Fleming as Trustee foresaid and my heirs and successors whomsoever the whole coal ironstone limestone shale metals and minerals of every description under and within the said piece of ground declaring however that it shall not be in my or their power to work win or carry away the same without the express consent in writing of the said James Whitelaw Anderson or his foresaids declaring always as it is hereby provided and declared that the said James Whitelaw Anderson or his foresaids shall not make nor burn any bricks tiles or pottery ware upon the said piece of ground hereby disposed excepting such as may be used in building upon the said piece of ground itself providing always as it is hereby expressly provided and declared that the said James Whitelaw Anderson and his foresaids and his or their disponees or feuars and the tenants or proprietors of the piece of ground hereby disposed or any part thereof or of the houses or buildings erected or to be erected thereon or any of them shall not have power to exercise or carry on erect or set down and he and they are hereby expressly prohibited interdicted and discharged in all time coming from exercising carrying or erecting or setting down upon or within the said piece of ground hereby disposed or any part thereof or the buildings erected and to be erected thereon or any of them any trade business process occupation or manufacture or any building that shall be hurtful nauseous or noxious or occasion disturbance to the houses or inhabitants in any part of the lands of Horselethill or in any part of the lands and estate of Kelvinside which lie within three hundred yards of the West by north and west north west boundary of the said piece of ground hereby disposed or within two hundred yards of the north north east boundary thereof and in particular and without prejudice to the foregoing generality from exceeding or carrying on erecting or setting down upon or within the said piece of ground hereby disposed or any part thereof or the buildings erected or to be erected thereon or any of them any trade business process occupation or manufacture of brewing distilling tanning calico printing singeing muslin making or preparing of candle soap starch black ashes tallow oil lampblack glue catgut tripe caoutchaeouc or India rubber gutta percha cudbear vitriol prussian blue blood alum soda tartaric bleaching or chemical acid or powder salt or alkali of any kind boiling blubber burning lime manufacturing or grinding bones slaughtering of animals smelting or caluning of any metal or metallic ore bones or other substances or any steam engine air engine starching work glass work sugar work salt work delft work potter work iron work foundry smithy forge furnace machine work cotton mill flax mill silk mill weaving shop or power loom factory and from letting out or using any part of the said piece of ground for depositing dung or rubbish thereon excepting what dung may be made or used as manure on the said piece of ground itself which declarations and prohibitions before written shall operate as real liens burdens and servitudes upon the said piece of ground hereby disposed and the buildings erected and to be erected thereon in favour not only of me the said

John Park Fleming and my heirs and successors but also of my and their feuars and disponees past and future in the said lands of Horselethill and in those parts and portions of the said Estate of Kelvinside which lie within three hundred yards of the west by north and west north west boundary of the said piece of ground hereby disposed and within two hundred yards of the north north east boundary thereof and further providing and declaring that I the said John Park Fleming and my foresaids shall not have power to sink any working pit within the following parts and portions of the said lands and estate of Kelvinside videlicet the said lands of Horselethill and lands lying to the south of the Great Western Road and between Hyndland Road and the eastern boundary of the grounds of Gartnavel Asylum and between the lands of Hyndland and the south side of the road leading from Gartnavel Asylum to the Great Western Road nor in that part of the lands of Balgray lying on the north side of the Great Western Road between the west side of the Parish Road leading from Partick through Hyndland to Maryhill and the south side of the Cross Road leading from the said Parish Road westwards to the Great Western Road past North Balgray Farm Steading nor on any ground belonging to me as Trustee foresaid situated within three hundred yards of the lands hereby disposed And further providing and declaring that I the said John Park Fleming and my foresaids shall not have power to make nor burn any bricks tiles or pottery ware (excepting such as may be used in building upon the lands immediately aftermentioned) themselves nor to exercise or carry on erect or set down upon or within any part of the said lands of Horselethill nor upon or within any of those parts or portions of the said Estate of Kelvinside which lie within three hundred yards of the west by north and west north west boundary of the said piece of ground hereby disposed or within two hundred yards of the north north east boundary thereof any of the nuisances trades businesses processes occupations or manufactures or buildings or others which are hereinbefore mentioned and prohibited to be exercised or carried on erected or set down upon the said lands hereby disposed And further providing and declaring that I and my foresaids shall not work any quarry in my said lands and Estate of Kelvinside so far as situated within one hundred and fifty yards of the lands hereby disposed which several declarations prohibitions and restrictions before written undertaken by And binding upon me the said John Park Fleming and my foresaids shall be and are hereby constituted real liens burdens and servitudes in favour of the said James Whitelaw Anderson and his heirs and successors in the said lands and others hereby disposed upon and affecting me and my foresaids and upon and affecting the before mentioned parts and portions of the said lands and estate of Kelvinside which they respectively apply or refer to and upon and affecting the owners feuars and possessors thereof with full power and liberty to the said James Whitelaw Anderson and his foresaids to open and work quarries upon the said lands above disposed or any part thereof further providing and declaring always that no buildings fronting the Great Western Road on either side thereof so far as bounding the lands hereby disposed nor along the Great Western Road in a Westerly direction to the point where that road intersects the eastern boundary of my lands of Gartnavel nor fronting the Horselethill Road or Hyndland Road on either side thereof shall be occupied as shops warehouses stores or places for the sale of goods or commodities of any kind nor as stables by me the said John Park Fleming or my foresaids or my or their disponees or feuars or the tenants and possessors of the said buildings nor by the said James Whitelaw Anderson or his foresaids or his or their disponees or feuars nor by the tenants or possessors of the said buildings excepting upon that portion of the ground hereby conveyed which is situated on Hyndland Road opposite to the ground belonging to William Stuart Stirling Crawford Esquire of Milton and excepting fronting the Byres Road at the corner of the said Horselethill Road And also providing that no houses other than self contained lodgings shall be erected by me or my foresaids on the lands belonging to me on the north side of and fronting the Great Western Road opposite to the lands above disposed nor by the said James Whitelaw Anderson or his

foresaids upon the said lands hereby disposed on the line of the Great Western Road and all the buildings to be erected upon the line of the Great Western Road on the said lands hereby disposed and opposite thereto and on my lands on either side of the said Road from the said Hyndland Road to the front where the said Great Western Road intersects the Eastern boundary of my lands of Gartnavel shall face the said Great Western Road and shall have polished ashlar fronts and shall not be nearer than seventy feet to the side of that road except in so far as may be necessary for oriel or bay windows projecting to the extent of three feet from the buildings to be erected on the said line and for the retaining walls of the areas in front of said buildings and the areas themselves the flights of steps and porches of doors to the said buildings and a parapet wall and iron railing which may be erected thirty feet from the centre of the said road which parapet wall shall with the coping not exceed thirty inches in height and which parapet wall and iron railing shall together not exceed the height of six feet above the level of the footpath of the said Great Western Road providing however that nothing herein contained shall prejudice the right of me or my foresaids to extend the accommodation of the North Balgray Farm steading by the erection of Farm Buildings thereat And also providing that no houses shall be erected by me the said John Park Fleming or my foresaids nor by the said James Whitelaw Anderson or his foresaids nearer than fifty feet on either side to the central line of the said Hyndland Road nor shall I or my foresaids nor the said James Whitelaw Anderson or his foresaids erect other than self contained houses or self contained lodgings with the option of having a first class tenement of flats one at each end of a terrace or terraces or range or ranges of houses on either side of that road but this restriction shall not affect the said lands hereby disposed in so far as they front the lands of the said William Stuart Stirling Crawford of Milton and no houses shall be built on the line of said Hyndland Road otherwise than fronting the said road except upon the ground forming the corner steadings of that road and the Great Western Road and the fronts and outside gables of all houses to be erected on the lands hereby disposed facing the Hyndland Road or upon my ground opposite thereto shall be of polished ashlar and the corner steadings fronting the Great Western Road and the Hyndland Road shall have flower plots or shrubberies at the end thereof of the breadth of twenty feet fronting the Hyndland Road and extending along said road at least one hundred and seventy eight feet And the proprietors on each side of Hyndland Road shall respectively be bound to fence the ground on their own side of the said Road And further providing and declaring that no houses buildings or walls shall be erected by me the said John Park Fleming or my foresaids nor by the said James Whitelaw Anderson or his foresaids nearer than forty feet to the centre line of Horselethill Road or nearer than seventy feet to the centre line of that road after it curves eastward and runs parallel to the Great Western Road on the south west side thereof or nearer than fifty five feet to the centre line of the said road on the north or north east side thereof along that portion of the said Horselethill Road which lies to the west or north west of the Feu number Six of Kelvinside Estate, forming the property known as Marley Bank, and belonging to Robert Sword excepting a parapet wall along the side of the footpath not exceeding with its coping three feet in height above the surface of the footpath and all buildings to be erected on the said Horselethill Road upon the said piece of ground and on my lands opposite thereto shall have polished ashlar walls along the line of the said Road provided always that nothing herein contained shall prevent the erection of oriel or bay windows in the gables of the tenements fronting the Great Western Road projecting not more than three feet therefrom and that the said Horselethill Road shall be at least forty feet in breadth whereof not less than eight feet on each side shall be footpath or pavement and the intermediate space shall be carriage way whereof three feet on each side shall be causewayed with proper slopes and levels with gutters next to the footpaths or pavements. All which reservations declarations obligations provisions conditions and others above specified in so far as undertaken by or binding upon me the said John Park Fleming and

my foresaids and affecting the parts and portions respectively above specified of the said lands and estate of Kelvinside are hereby created and shall remain real liens burdens and servitudes in favour of the said James Whitelaw Anderson and his foresaids and his or their disponees or feuars and the lands hereby conveyed over and affecting the respective parts and portions of my said lands and estate to which they respectively apply and in so far as binding upon and undertaken by the said James Whitelaw Anderson and his foresaids and affecting the lands hereby conveyed are hereby created and shall remain real liens burdens and servitudes in favour of me the said John Park Fleming and my foresaids and my or their disponees and feuars part and future in the said lands of Horselethill and in the said parts and portions of the said lands and estate of Kelvinside to the extent and effect hereinbefore provided over and upon the said lands hereby conveyed and the buildings erected or to be erected thereon so far as applicable thereto.

Burden 2

Feu Contract containing Feu Disposition by James Whitelaw Anderson ("the first party") to David Rodger ("the second party") and his heirs and assignees, recorded P.R.S. (Glasgow) 28 Mar. 1870, of the subjects edged red on the Title Plan, contains the following burdens:

The second party and his foresaids shall not work or consent to the working of any coal ironstone, limestone, freestone, metals or minerals of any description, or sink or consent to the sinking of pits or quarries of any description in the steading of ground edged red on the Title Plan without the express consent in writing of the first party or his foresaids and also declaring that the second party or his foresaids shall not dig nor dispose of nor consent to the digging or disposing of any clay nor make nor burn any bricks tiles or pottery ware out of or upon the said steading: Which declarations and prohibitions are hereby created a servitude over said steadings in power not only of the first party and his successors in the Superiority but also in favour of the remaining portion of lands acquired by the said first party from John Park Fleming and the feuars and disponees thereof; and the first party and his successors shall be under similar restrictions so long as they continue proprietors of the portions of lands still unfeued or unsold, and the first party binds himself and his heirs and successors to insert similar declarations on the feu rights or dispositions of the portions of his said lands still unfeued or unsold and to create them servitudes over the same in favour of the second party or his foresaids and of the steading above disposed: But declaring that it shall be in the power of the first party and his foresaids to work win and carry away any kind of stone from his remaining lands so far as unfeued, but not for a longer period than four years from 18 Mar. 1870 and that all such quarries shall be properly fenced and this declaration is hereby created a servitude in favour of the second party and his successors in the said steading: Declaring that the prohibitions contained in the Disposition in Entry 1 against exercising carrying on erecting or setting down within the ground hereby disposed of certain trades businesses processes occupations manufactures or buidings or against the letting out or using any part of the said ground for depositing dung or rubbish except as therein mentioned shall be real burdens and servitudes in favour of and enforceable by the first party and his foresaids and the feuars and disponees of the remaining portions of the said ground hereby disposed against the second party and his foresaids and in like manners the said first party agrees that the said prohibitions shall be enforceable by the second party and his foresaids both against himself and his foresaids and the feuars and disponees of such remaining portions and the same shall be in a similar manner created real burdens and servitudes in all subsequent feu rights and dispositions

accordingly in favour of the second party and his foresaids and of the steading above disposed and declaring that the said second party and his foresaids and the tenants and possessors of said steading hereby disposed, and buildings thereon or any of them or any part thereof shall not have power to erect on the said steading of ground any Inn, Hotel, or Public Stable, and are prohibited from carrying on therein the business of an Inn or Hotel Keeper or Stable or of selling Port, Ale or spirituous liquor and from occupying any buildings erected or to be erected on said steading of ground as a shop warehouse or store: And declaring that the said second party and his foresaids shall be bound to build from complete and finish so far as not already done, a self contained lodging and the sunk area pertaining thereto of three feet six inches in breadth and the retaining walls of said sunk area on the steading hereby disposed conform to the elevation and other plans prepared by Messrs Clarke and Bell Architects in Glasgow subscribed by the parties as relative hereto, and which Lodging shall be parallel to and the south most face thereof shall be Two hundred and eighty nine feet six inches distant from the south west side of the Great Western Road, and thereafter to maintain and uphold in good condition and repair in all time coming and to rebuild and form the same upon the same foundation or site if and when necessary and of the same height elevation and outward style and architecture and of the like class or quality of external material and of the same style of workmanship with the said lodging and conform to the elevation plans before mentioned and the buildings which may be erected between the said lodging and the meuse lane on the north eastern boundary of the said steading shall line with the said meuse lane and shall be used only for private stables or offices attached to the said house or for the residence of the coachman or other servants and shall not exceed in height above the level of the said lane twenty feet in the side walls nor twenty four feet to the ridge of the roofs: And declaring that the houses buildings and walls to be erected on the said steading of ground shall be of stone with the exception of the outhouses and division walls at the back which may be of brick and the front and north west end walls of the said lodging shall be of polished ashlar except the sunk storey which shall be dabbled ashlar, and the back walls shall be of coursed rubble or shipped ashlar, or in the option of the Builder of any superior style of workmanship: That the roofs of all the buildings which may be erected on the said steading shall be covered with slates and shall not be covered with thatch or tiles: And declaring that no building or erection of any kind shall be erected on the said steading of ground nearer than thirteen feet six inches to the line of the north east side of the road or street formed or to be formed on the south most boundary or nearer than nineteen feet (increasing towards the north to nineteen feet nine inches) to the south east side of the road or street to be formed on the north most boundary or nearer than nine feet to the centre of said meuse lane, excepting oriel or bay windows projecting not more than three feet and door pieces of said lodging, the retaining walls of the sunk area to be formed in front and at the north west end of said lodging and the flight of steps to the front door of said lodging and the parapet walls aftermentioned: And declaring that the second party and his foresaids shall erect and thereafter maintain in all time coming in front of said lodging and also along the north most side of said lodging to a point in line with the back wall of said lodging a parapet wall with a stone coping (not exceeding thirty inches in height above the level of the footpath of the said respective Roads) with an iron railing set therein and which parapet walls and iron railings shall not together exceed the height of six feet above the level of the said footpaths and shall be of such pattern as may be approved of by the first party: and the south west side of the parapet wall in front of said lodging shall be parallel to and at a distance of Three hundred and three feet from the south west side of the said Great Western Road and the north most side of the parapet wall at the end of said lodging shall be at a distance of nineteen feet (measuring to nineteen feet nine inches as aforesaid) from the north west building line of said lodging and the ground between the said lodging and the said parapet walls and railings shall be laid out by the second party and shall be occupied

(with the exception of the sunk area before mentioned) as grass plot flower bed or shrubbery and not otherwise and shall be maintained by the second party and his foresaids in all time coming, and shall be enclosed on the south east boundary of said steading by an ornamental iron railing of three feet in height which grass plot flower bed or shrubbery and parapet wall and railing in front of said lodging shall be continued along the whole length of the terrace: also declaring that the second party and his foresaids shall form and metal or causeway one half of said meuse lane of eighteen feet in breadth so far as it runs along the north east of the steading hereby disposed: Which lane shall be formed as above provided upon lines and levels to be fixed by Andrew Laughlen Civil Engineer in Glasgow: Reserving always to the first party and his foresaids and the feuars and disponees of the remainder of his said lands full power on all necessary occasions to open any part of the said lane for the purpose of making and repairing drains and laying pipes through the same for the benefit of the said remaining lands, he or they being always bound to conduct his or their operations with all reasonable dispatch and to put the said lane into a proper state of repair after his or their said operations are completed; And farther declaring that the second party and the feuars and disponees of the other steadings in said terrace shall be bound to make provision for the proper maintenance and repair of the half of the meuse lane of eighteen feet in breadth behind said Terrace: and also to make provision for the proper lighting of the said meuse lane all so far as bounding said Terrace it being declared that the expenses thereof shall be borne equally by the feuars of said terrace and their disponees each feuar or disponee paying one share thereof for every steading belonging to him and it is provided that the feuars in said Terrace or their disponees shall form a board for the management maintenance and lighting as aforesaid of said meuse lane and shall have power by a majority of votes to order such renewal and repairs from time to time of lamps, pipes, streets and drains and to make such arrangements for the orderly maintenance and management of said lane as aforesaid as they shall consider necessary, and each feuar or disponee shall have one vote for each steading belonging to him, and shall be bound to pay all the charges and expenses to be thereby incurred to any person to be appointed by such majority to collect the same with a reasonable charge not exceeding five per centum upon the amount to be collected for trouble in the collection: And it is hereby declared that the foregoing declarations conditions and restrictions as to the erection maintenance, rebuilding, use and occupancy of the lodging and others erected or to be erected on said steading hereby disposed and the formation and maintenance of said parapet walls railings grass plots or shrubbery and lane and the lighting of said lane and the expenses and management of the same shall operate as real liens burdens and servitudes over said steading hereby disposed not only in favour of the said first party and his successors in the superiority but also in favour of each of the other steadings in said Terrace, and the feuars or disponees thereof, and similar conditions and restrictions shall be and are hereby constituted real liens burdens and servitudes upon each of the said other steadings in favour of the steading hereby disposed and each of them and the second party and his foresaids it being understood and declared that the building line of the other lodgings in said terrace shall not be held as fixed hereby and the first party hereby binds himself to insert similar declarations conditions and restrictions in all the feu rights of each of the said other steadings and take the feuars thereof bound in the same way: And declaring that the said meuse lane shall be mean and common to the feuars and disponees of the whole lodgings in the said Terrace and to the said first party and his successors in the said lands and to the feuars and disponees of the whole lodgings in said Great Western Terrace: And the said first party binds himself to form a plot of shrubbery as soon as he can conveniently do so upon the south west side of the road or street in front of said Terrace and thereafter to maintain and uphold the same in good repair until the period when three fourths of the steadings fronting said shrubbery shall have been feued as aftermentioned: which shrubbery shall be common to the

feuars or their disponees and occupants of the steading hereby disposed and of any other steadings on the first parties said lands to whom he may give right: And declaring that the second party and his foresaids shall pay to the first party or his foresaids an equal proportion with the feuars of steadings having a common right to said shrubbery of the expense of keeping the said shrubbery in good repairage and until three fourths of the steadings fronting said shrubbery shall have been feued out but not being a less sum than one pound Sterling, payable annually at the term of Whitsunday Which declarations and provisions as to the payments towards the expense of forming and maintaining said shrubbery are hereby created real liens and burdens upon the steading hereby disposed in favour of the first party and his successors in the Superiority; and the first party shall take the feuars of steadings to which said common right to said shrubbery shall be given bound in a similar way to pay a proportional part of the expense of maintaining said shrubbery: But declaring that so soon as three fourths of the steadings fronting said shrubbery shall have been feued the said payments to the first party and the obligations undertaken by him as to maintaining the said shrubbery shall cease and the feuars and their foresaids of steadings having said common right and of the other steadings so soon as they receive such right shall be bound to maintain said shrubbery and renew the same when necessary and the said feuars or their foresaids shall form a board for the management thereof similar and with similar powers duties and liabilities as are conferred or imposed upon the board before mentioned: Which declaration is hereby declared a real burden upon the steading hereby disposed in favour not only of the first party but also of the feuars or their disponees of the remaining steadings to whom a common right to said shrubbery shall be given as aforesaid and also upon the said other steadings in favour of the steading hereby disposed and the first party binds himself to insert a similar declaration in all feu rights or Dispositions to be granted by him in which the said common right is conferred: And also declaring that the obligations before written as to the maintenance and lighting of the said meuse lane shall operate as real liens and burdens over the whole steadings in said Terrace in favour of the whole steadings in Great Western Terrace and the feuars thereof or their foresaids and the first party binds himself to create similar real liens and burdens over the steadings in Great Western Terrace so far as the same are not already feued in favour of the steadings in said Terrace and the feuars thereof or their foresaids: And the first party in so far as he competently can, assigns to the second party and his foresaids, and shall also assign, to the feuars of the remaining steadings in said Terrace, the obligations already imposed upon the feuars of steadings in said Great Western Terrace as to the maintenance and lighting of said lane: and the first party binds himself to insert a similar declaration in all future feu rights or dispositions to be granted by him of steadings on either of said two Feuars. NOTE 1: The said roads formed on the south west and north west boundaries of the subjects edged red on the Title Plan are now known as Westbourne Gardens North and Westbourne Gardens West respectively. The said meuse lane is now known as Great Western Terrace Lane. 2: By a letter dated 27 Jul. 1988, Strathclyde Regional Council affirmed that the carriageway, footway, sewer and connections ex adverso the subjects edged red on the Title Plan have been taken over and are maintained by the said Regional Council. Great Western Terrace Lane has not been taken over and is not maintained by the said Regional council.

Burden 3

Disposition by Robert Tait Scott and Marion Clapperton Stevenson or Scott to Executors of James McIntyre and their successors and assignees, recorded G.R.S. (Glasgow) 19 Dec. 1959, of the subjects in this Title, contains the following burdens:

(One) Our said disponees and their foresaids shall be bound to uphold and maintain in good order and repair in all time coming jointly with the proprietors of the dwellinghouse consisting of the double flat forming the two upper floors of the building 1 Westbourne Gardens (hereinafter referred to as "the said upper flat") the roof chimney stalks the external walls including gable walls of said building the drains rain and soil and water pipes wires mains conductors and other transmitters of the same the railings passages back and front and all others common or mutual to the said whole building the proportion of the cost thereof to be borne by our said disponees and their foresaids being one half the remaining one half to be borne by the proprietors of the said upper flat; (Two) our said disponees and their foresaids shall be bound to uphold and maintain at their own expense the doors and doorways serving solely the subjects hereby disposed; (Three) Declaring that when the proprietors of the subjects hereby disposed or the proprietors of the said upper flat consider it necessary and desirable to have any mutual repairs executed expeditiously they shall have power to order the same to be done and the whole proprietors of the building whether consenters 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: And in the event of any difference arising between the parties as to competency necessity or liability for such mutual repairs or as to what parts of the said building are mutual such difference failing agreement shall be referred to the Dean of the Royal Faculty of Procurators in Glasgow for the time being whose award shall be final and binding on the parties; and (Four) our said Disponees and their foresaids shall be bound forthwith to insure and keep insured in all time coming the subjects hereinbefore disposed fully and adequately against loss by fire with a reputable insurance company and in the event of the said building or any part thereof being damaged or destroyed the sum or sums to be recovered under said Insurance and under the Insurance of the said upper flat shall be applied pro tanto towards the cost of restoration or reconstruction.

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