



Title Information: GLA77934

Search summary

Date/Time of search	14-07-2023 15:11:57
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Transaction number	SCO-14964324
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User Reference	1008 pr 1
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Section A

GLA77934

Property

Date of first registration	04-02-1991
Date title sheet updated to	26-02-2020
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NS5762L
Title Number	GLA77934
Cadastral Unit	GLA77934
Sasine Search	
Property address	1008 POLLOKSHAWS ROAD, GLASGOW G41 2HG
Description	Subjects 1008 POLLOKSHAWS ROAD, GLASGOW G41 2HG edged red on the Title Plan.
Notes	1. The following rights are also included in this Title viz:- (First) a right of access to the subjects in this Title by the mutual lane Number 1008 Pollokshaws Road and by the mutual lane 986 Pollokshaws Road, Glasgow; and (Second) the right of passage or access for all kinds of traffic, vehicular as well as foot, over the area of ground tinted pink on the Title Plan.

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Section B

GLA77934

Proprietorship

KINSTLER PROJECTS LIMITED a Company incorporated under the Companies Acts, (Company Number SC640664), and having its Registered Office at 1008 Pollokshaws Road, Glasgow, G41 2HG.

Entry number	1
Date of registration	26-02-2020
Date of Entry	21-02-2020
Consideration	£225,000

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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: 4

Burden 1

Instrument of Sasine, recorded P.R.S. (Renfrewshire) 4 Sep. 1798, on Feu Contract containing Feu Disposition by Robert Crawford to John Marshall and his heirs or assignees, of 1 rood of ground, contains the following:

It is hereby declared that it shall not be competent or lawful to the said John Marshall or his foresaids to have in any house or houses, wall or walls to be erected by him or them nearer than fifteen feet from the west boundary of the ground hereby feued and windows looking or fronting to the said west boundary.

Burden 2

Disposition by Neale Thomson with a consent to Trustees for the firm of Lockhart Smith and Company and their assignees recorded G.R.S. (Glasgow) 15 Feb. 1893, of 1144 square yards, contains the following burdens:

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Whereas the houses of one storey and attics at present standing on the north east portion of the plot or area of ground hereby disposed extend beyond the north east boundary of the said plot or area of ground it is hereby declared that notwithstanding that the said houses of one storey and attics do so extend our said disponees and their foresaids shall have right to the whole of the said houses and that they are accordingly included in this Disposition and that our said disponees and their foresaids shall have power at any time to take down the whole of the said houses and that without being liable to us or our successors in the houses adjoining the said houses of one storey and attics to the north east for any damage which may be thereby occasioned to the said adjoining houses But it is hereby declared that in rebuilding our said disponees shall not be entitled to build beyond the said north east boundary of the plot or area of ground hereby disposed and in the event of us or our successors desiring to remove the existing buildings for the purpose of erecting new buildings on the ground immediately to the north east of the plot or area of ground hereby disposed we or they shall on giving two months notice in writing of our or their intention to do so to our said disponees or their successors have right to remove the portion standing on the said remaining ground belonging to us of the said buildings of one storey and attics but that only on us or our successors forthwith erecting as we or they are hereby taken bound forthwith to erect on the boundary between the plot or area of ground hereby disposed and the said remaining ground belonging to us to the north east thereof a gable which shall be mean and common to us and our foresaids in the said remaining ground and to our said disponees and their foresaids and of which mean gable and the vents therein our said disponees and their foresaids shall have the use free of cost so long as the said existing buildings of one storey and attics remain on the plot or area of ground hereby

disponed but in the event of our said disponees or their foresaids erecting new buildings on the said plot or area of ground hereby disponed and making use of the said mean gable therefor then and in that event they shall be bound to make payment to us or our foresaids of one half of the cost of the said mean gable or of so much thereof as may be used by them and in the event of us or our foresaids exercising the power of removal hereby conferred on us and them we or they shall be bound to execute the work which may be necessary for repairing any damage to the remaining part of said houses caused by such removal but in no case shall we or our foresaids be responsible for a larger amount of damage than Ten pounds Declaring always as it is hereby further expressly provided and declared that the lane whereof the central line forms the south western boundary of the plot or area of ground hereby disponed is and shall in all time coming remain mean and common to our disponees and their successors in the said plot or area of ground hereby disponed and to us and our successors in the remaining portions of the said two pieces of ground of which the plot or area of ground hereby disponed forms a part as aforesaid and in the other ground belonging to us and lying immediately to the north east of the said two pieces of ground that the said lane shall be maintained repaired and upheld by the disponees hereunder and us and our successors in the said other subjects and they and we and their and our foresaids shall be bound to pay the expense of such maintenance repairing and upholding in proportions corresponding to the areas of their and our respective properties but in respect that we and our successors in said subjects still belonging to us have an access thereto by another lane on the north east thereof it is hereby declared that in calculating the area of the said subjects still belonging to us and the area of the plot of ground hereby disponed for the purpose of ascertaining the proportions payable by us and our successors and our present disponees respectively of the said expense the area of the said subjects still belonging to us shall only be calculated at half their actual extent while the plot or area of ground hereby disponed shall be calculated at its actual extent and the said expense shall be allocated upon our present disponees and their said successors and upon us and our said successors in proportions corresponding to the areas so calculated and for the preservation of the lights other than the ground floor lights in the north west wall of the said three storey building erected on the plot of ground hereby disponed and of any building which may be erected in addition thereto or in place thereof it is hereby declared that we or our foresaids shall not be entitled to maintain or to erect on the ground bounding the plot or area of ground hereby disponed on the north west ex adverso and within the distance hereinafter mentioned of the northwest boundary of the plot of ground hereby disponed any building or erection other than the existing shed or in the event of its being removed or destroyed another shed of the dimensions hereinafter mentioned in lieu thereof nearer than seventeen feet to the said north west boundary of the plot of ground hereby disponed And in the event of us or our foresaids erecting any shed in place of the said existing shed it is hereby declared that the said shed so erected shall be constructed of glass and iron and shall not measure more than twelve and one half feet in height to the eaves and not more than sixteen and one half feet in height to the ridge of the roof but we and our foresaids shall be entitled to use the said north west wall of the said three storey building but only so long as the said three storey building continues in existence as a lean-to for the support of the said shed, Declaring that our said disponees and their foresaids as Trustees foresaid shall have full power to sell or dispose of the subjects hereby disponed and that either by public roup or private bargain with or without advertisement and for such price or prices as to them may seem proper or to borrow money on the security of the said subjects and others and for these purposes to grant all Dispositions Bonds and Dispositions in security containing powers of sale ex facie absolute Dispositions and all other deeds which may be necessary for carrying the said powers into effect Declaring that purchasers from or lenders to the said Trustees shall have no concern or right to interfere with the application of the monies

so paid or lent by them to the said Trustees and that the receipt of the said Trustees shall be a sufficient discharge to all parties dealing with them.

Burden 3

Disposition by Neale Thomson to Trustees for Lockhart Smith and Company and their assignees and disponees, recorded G.R.S. (Glasgow) 23 Jul. 1902, of 780 square yards of ground, contains the following:

Declaring that the said plot or area of ground hereby disposed is burdened with a servitude of light in favour of the ground on the north east thereof over the area tinted blue on the Title Plan to the effect that no buildings or structure shall be erected thereon in all time coming by my said disponees or their successors in the said portion of ground over which the said servitude subsists; And further Declaring that the expenses of repairing maintaining and upholding the mutual lane leading from Pollokshaws Road quoad the plot or area of ground hereby disposed shall be borne by the said Lockhart Smith and Company and their foresaids to the extent of one fourth of the amount thereof and that the expenses of repairing maintaining and upholding the portion of ground tinted yellow on said plan and outwith the subjects edged red on said plan shall be borne by them and their foresaids and by the proprietor of the subjects on the south west and his successors and disponees equally.

Burden 4

Disposition by Sissons Brothers and Company Limited to Trustees for firm of Robert Lang and Sons and their assignees, recorded G.R.S. (Glasgow) 31 Oct. 1955, of 223 square yards of ground, contains the following which affects the subjects edged red on the Title Plan:

Our said disponees and their foresaids shall keep the ground tinted pink on the Title Plan unbuilt upon in all time coming and we and our successors as proprietors of the remaining ground belonging to us on the north east and north west of the subjects hereby disposed shall have a right of passage or access over the same for all kinds of traffic vehicular as well as foot, declaring that the cost of maintaining the same shall be borne by us and our successors and our said disponees and their foresaids in equal proportions.

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