



Title Information: GLA73314

Search summary

Date/Time of search	03-02-2023 12:48:44
Transaction number	SCO-13471611
User reference	MILLA18-01

Section A

GLA73314

Property

Date of first registration	24-09-1990
Date title sheet updated to	03-10-2011
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NS5469M
Title Number	GLA73314
Cadastral Unit	GLA73314
Sasine Search	
Property address	1 TEMPLE GARDENS, GLASGOW G13 1JJ
Description	Subjects within the land edged red on the Title Plan being the northmost house on the second flat above the ground flat of the tenement 1 TEMPLE GARDENS, GLASGOW G13 1JJ together with a right in common with the other proprietors of said tenement, (First) to the solum on which the said tenement is built, and (Second) to the washhouse and back green belonging and attached to said tenement, which back green shall be used exclusively for drying and bleaching clothes and for no other purpose whatever; together also with free ish and entry to the subjects in this Title, to the washhouse and back green by the common passages and stairs 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 electric cables, gas pipes, drains, soil and other pipes of said tenement.
Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Charter in Entry 1 of the Burdens Section.

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Section B

GLA73314

Proprietorship

ROBERT CALLAGHAN Melbourne House, Regent Street, Clydebank, G81 3QU and DAVID MILLAR 81 London Road, Kilmarnock, KA3 7BT equally between them.

Entry number	1
Date of registration	03-10-2011
Date of Entry	01-09-2011
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

GLA73314

Securities

There are no entries.

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Section D

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Burdens

Number of Burdens: 6

Burden 1

Feu Charter by Trustees of Sir George Campbell to Bruce Drysdale Miller and his heirs and assignees, recorded G.R.S. (Dumbarton) 3 Mar. 1891, of 1 864/1000 acres of ground, of which the subjects in this Title form part, contains the following burdens.

Reserving always to us as trustees forsaid and our successors and assignees and the heirs and representatives of the said Sir George Campbell the whole coal ironstone, limestone and other mines metals and minerals or fossils within the said plot of ground with full power to search for work win and carry away the same and to carry on such operations as may be necessary for all or any of these purposes but not to enter upon or use the surface of the ground hereby feued it being hereby expressly provided and declared that our said disponee and his foresaids shall have no claim whatever for any damage that may be done or caused to the said plot of ground and houses erected or to be erected thereon by any of the operations in time past or to come of us or our predecessors and tenants in working and removing the coal ironstone limestone and other mines metals and minerals or fossils hereby reserved (all loss risk or damage being to be borne and sustained by our said disponee and his foresaids) And reserving also a perpetual servitude right privilege and tolerance of a wayleave through part of the ground hereby feued and granted by Sir Archibald Islay Campbell to the Magistrates and Council of the City of Glasgow acting under the Glasgow Corporation Water Works Act Eighteen hundred and sixty five by Disposition in their favor dated thirty first January Eighteen hundred and sixty six for the purpose of their opening up the surface of the ground and laying and maintaining water pipes therein and executing all relative works And declaring that no buildings of any description whatever shall be erected upon the said wayleave Declaring that no temporary buildings or erections of any kind shall be allowed on any part of the said plot or area of ground hereby disposed without the written consent of us or our foresaids And it is hereby expressly provided and declared that no back houses or back buildings of any kind shall be erected on the said plot or area of ground hereby disposed without the written consent of us or our foresaids other than washing houses and other office houses necessary for the use of the tenants in the tenements to be built thereon and which washing of houses and other office houses shall not be built higher than one storey nor exceeding twelve feet in height And it is hereby provided and declared that our said disponee and his foresaids shall be bound and obliged to fence and enclose the said plot of ground as far as not already done with a substantial fence of wood or stone and lime not less than four feet in height and our said disponee and his foresaids shall also be bound and obliged to build and erect on the said plot of ground dwellinghouses or shops and dwellinghouses and which buildings shall not exceed three storeys in height and shall be built in a sufficient and substantial manner and shall be worth and capable of yielding a yearly rent equal at least to double the amount of the yearly feuduty after specified after deducting all sums required for taxes and insurances And our said disponee and his foresaids shall also be bound and obliged to uphold and maintain the said buildings when erected in such repair as to make them yield or capable of yielding such rent in all time thereafter and also to insure and keep the same constantly insured in some respectable

Insurance Company against loss by fire to an adequate extent and any sums recovered under the Policy shall be expended by our said disponent and his foresaids in rebuilding the said buildings or others of the same description And we as trustees foresaid and our foresaids shall have right to see to the application of said sums in so far as necessary to have the said buildings re-erected to yield the rent above specified And it is hereby expressly provided and declared that the said buildings to be erected on the said plot of ground so far as fronting streets shall be built with handsome polished ashlar freestone or rock faced ashlar or coursers and covered with slates which buildings and the respective flats thereof shall consist of dwellinghouses or occupancies of at least one good room with a kitchen to each occupancy and the said buildings and flats thereof shall not at any time be subdivided into dwellinghouses or occupancies having less than the accommodation above provided And further it is hereby expressly provided and declared that our said disponent and his foresaids shall be obliged to exhibit for approval of us or our foresaids before commencing to build the working plans and drawings of the buildings proposed to be now or at any future time erected on the said plot of ground above disposed so far as fronting streets And our said disponent and his foresaids and the said plot of ground above disposed shall in so far as the same is not done by the County Council be liable for and burdened with the expense of forming making and maintaining in a proper and sufficient manner the streets and footpaths in Crow Road in so far as bounding the property hereby feued and also the three proposed new streets which bound the subjects hereby disposed in so far as the same are included in or front the ground hereby disposed And our said disponent and his foresaids and the said plot of ground shall also be liable for and burdened with the expense of forming making and maintaining in a proper and sufficient manner drains or sewers twelve inches in diameter along the Crow Road and along the three proposed new streets or in such other position as may be approved of by us so far as they front or are included in the ground hereby disposed for the drainage of the said plot of ground hereby disposed and of the houses erected or to be erected thereon which drains or sewers we or our foresaids shall be entitled to use for the drainage of our remaining lands and to communicate such use to the feuars thereof without any compensation being paid to our said disponent or his foresaids all which provisions regarding the buildings footpaths and drains shall be implemented by our said disponent and his foresaid at the sight and to the satisfaction of us and our foresaids or of an architect or Surveyor to be appointed by us or our foresaids and our said disponent and his foresaids shall be bound and obliged to lay out and plant and thereafter to maintain in a neat and ornate manner as an ornamental pleasure or garden ground at the right and to the satisfaction of us and our foresaids that piece of ground hatched blue on the plan annexed hereto and our said disponent and his foresaids and the houses to be erected immediately to the northwest thereof shall be burdened with the expense of forming and maintaining the said pleasure or garden ground and it is further expressly provided and declared that it shall not be lawful to nor in the power of our said disponent and his foresaids to dig freestone sand or clay or make or burn bricks or burn lime on any part of the said plot of ground except for buildings thereon nor shall it be lawful for them to carry on upon the said ground any business trade or employment which may be considered nauseous or hurtful or occasion disturbance to the neighbourhood without the written consent of us or our foresaids Declaring also that all sales dispositions or other conveyances and all other writs of or relating to the said plot of ground above disposed upon terms in violation of or inconsistent with these provisions or any of them shall not only be ipso facto void and null with all that has followed or may follow thereon to the disponents thereof, but our said disponent and his foresaids upon granting such rights or violating any of the conditions above written shall omit lose and forfeit all right and title in and to the said ground and the same shall in the option of us and our foresaids revert return and belong to us freed and disburdened of this feu right and all following hereon

and it is hereby declared that nothing herein contained with regard to the formation of roads footpaths or drains or restrictions of any kind shall be construed to afford any servitude or restriction over any of the remainder of our lands for payment to us and our foresaids of the sum of Seventy four pounds eleven shillings and two pence sterling in name of feuduty yearly at two terms in the year Whitsunday and Martinmas by equal portions in all time coming with interest at the rate of five per centum per annum from and after the respective terms of payment until payment.

Note: 1. The said three proposed new streets are now known as Sutcliffe Road, Fulton Street and Netherton Street.

2. The said piece of ground hatched blue on the deed plan comprises the ornamental or pleasure ground fronting subjects known as 1 to 15 (odd numbers) Temple Gardens, and lying between said Gardens and Crow Road.

3. Tenements 1 to 15 (odd numbers) Temple Gardens, 987 to 1065 (odd numbers) Crow Road, and 1, 3 and 5 Netherton Street are erected on the said area above disposed.

Burden 2

Contract of Ground Annual and Disposition in security by Mary Helen Miller ("the first party") to William Miller ("the second party") and his heirs and assignees, recorded G.R.S. (Dumbarton) 18 Aug. 1894, of 486 square yards 1 square foot of ground, of which the subjects in this Title form part, contains the following burdens:

The said plot of ground is hereby disposed with and under the real and preferable lien and burden of a ground annual of Twenty two pounds Sterling payable by the said William Miller and his foresaids to the said Mary Helen Miller and her heirs and assignees whomsoever to be uplifted and taken by the said Mary Helen Miller and her foresaids furth of and from the said plot of ground above disposed and whole houses and buildings erected and to be erected thereon or furth of any part or portion thereof and readiest rents maills and duties of the same and that at two terms in the year Whitsunday and Martinmas by equal portions in all time coming with interest of each terms payment at the rate of five per centum per annum from the time the same falls due till payment and under the following additional burdens declarations conditions obligations and others viz. (First) the said Mary Helen Miller and her successors in the said ground annual shall be entitled to enforce the obligations conditions and others specified in the Feu Charter in Entry 1 against the said William Miller and his foresaids all to the same effect as if the said obligations conditions and others had been created in favor of the said Mary Helen Miller by these presents (Second) the said William Miller and his foresaids shall be bound so far as not already done to erect within six months of 17 Aug. 1894, being the date of his entry to the plot of ground herein before disposed good and substantial buildings which shall be of stone and be slated and according to plans submitted to and approved of by the said Mary Helen Miller and the said buildings so to be erected shall be capable of yielding a yearly rent of at least one hundred pounds sterling and the said William Miller and his foresaids shall be bound to maintain and uphold the said buildings in such good order and repair as will make them capable of yielding the foresaid rent in all time thereafter and the second party and his foresaids shall be bound within said period to form and make the roads and drains in so far as not already formed and made corresponding to the frontage of the said plot of ground

hereby disposed and in common with the other parties interested therein to maintain the same in good repair in all time coming and without prejudice to what is before written the Second Party and his foresaids shall be bound forthwith to form and make and thereafter uphold and maintain in all time coming to the satisfaction of the first party and her foresaids the proposed street of Forty feet in width with necessary foot paths bounding the subjects herein before disposed on the south west and forthwith to convert into a road of thirty feet in width including the necessary foot paths and flower plots that portion of the plot of ground herein before disposed lying between the ornamental pleasure or garden ground on the south east and the building line on the north west, which building line is parallel to and at the distance of thirty feet north westwards from the said ornamental pleasure or garden ground, and thereafter to uphold and maintain in all time coming the said road of thirty feet in width so far as included in the subjects herein before disposed The second party and his foresaids shall also be bound in conjunction with the proprietors of the adjoining plots to uphold and maintain in all time coming Fulton Street (Third) the Second Party and his foresaids shall be bound within six months to enclose the said plot of ground herein before disposed with suitable back and divisional fences (Fourth) the second party and his foresaids shall be bound to keep the said buildings erected on the said plot of ground herein before disposed or which may hereafter be erected thereon constantly and adequately insured against loss by fire preferably to all other insurance except that for the feuduty (if any) with a responsible Insurance Company to the satisfaction and in the name of the first party and her foresaids and regularly to pay the premiums of insurance thereon and when required to report discharges thereof to the first party and her foresaids as the same fall due and in the event of the buildings on said plot of ground being injured or destroyed by fire then the sum which may be received under the insurance to be effected as aforesaid shall be retained and applied at the sight of the first party and her foresaids either towards the erection of new buildings on the said plot of ground in place of those which may be so destroyed or in repairing the injury which said buildings may have sustained and in the event of the Second Party and his foresaids refusing or failing to insure the said buildings in manner foresaid or to pay the premiums upon the said Insurance regularly as the same become due it shall be in the power of the first party and her foresaids to insure the said several buildings in their own names at the expense of the second party and his foresaids and to advance the premiums of the said insurance the said premiums so to be advanced being always with the interest thereof at the rate of five per centum per annum to be repaid by the second party and his foresaids and (Fifth) the subjects herein before disposed are so disposed with and under the burden of payment by the said William Miller and his foresaids of the sum of Four pounds sterling yearly of feu duty being the proportion hereby allocated on the subjects before disposed of the cumulo prior feuduty of Seventy four pounds eleven shillings and two pence Sterling payable for the whole subjects of which those hereby disposed form part with interest if incurred and also with an augmentation of the said feuduty at the rate of five per cent and it is hereby expressly provided and declared that in the event of the second party contravening any of the conditions provisions obligations reservations declarations prohibitions limitations and others before written then these presents and all that shall have followed thereon shall in the option of the first party or her foresaids be void and null and the said plot of ground and whole buildings thereon shall revert and belong absolutely and irredeemably to the first party or her foresaids having right to the said ground annual hereby created.

Note: The said proposed street forty feet in width is now known as Sutcliffe Road.

Burden 3

Minute of Allocation, recorded G.R.S. (Dumbarton) 2 Aug. 1895, by Trustees of Sir George Campbell, Superiors, allocates inter alia £4 of said original feuduty of £74,11s.2d. payable under the Feu Charter in entry 1, together with 4s. of augmentation, on 486 square yards 1 square foot of ground, of which the subjects in this Title form part.

Burden 4

Memorandum of Agreement between Sir Archibald Spencer Lindsey Campbell and Alexander Thomson, recorded G.R.S. (Glasgow) 13 Oct. 1927, constitutes in respect of commutation of casualties an additional feuduty of 11s.10d. over and above the existing feuduty of £8,8s. payable for (I.) 488 square yards 8 square feet and (II.) 486 square yards 1 square foot of ground, of which the subjects in this Title form part.

Note: Tenements 3 and 1 Temple Gardens are erected on said areas first and second above mentioned respectively.

Burden 5

Memorandum of Agreement between Trustee of Archibald Campbell and Alexander Thomson, recorded G.R.S. (Glasgow) 21 Dec. 1929, constitutes in respect of commutation of casualties an additional ground annual of £1,10s.2d. over and above the said existing ground annual of £22 payable for the 486 square yards 1 square foot of ground, of which the subjects in this Title form part.

Burden 6



Disposition by Catherine MacIntyre or Thomson to John Duncan Caldwell and his heirs and assignees, recorded G.R.S. (Glasgow) 7 Jun. 1951, of the subjects in this Title, contains the following burdens:

(One) my said disponent and his foresaids shall be bound and obliged by acceptance hereof in all time coming to pay to the party having right thereto from the subjects hereby disposed the sum of Four Pounds Fifteen Shillings per annum by equal half yearly payments at the terms of Whitsunday and Martinmas in each year, being the proportion hereby allocated on the subjects hereby disposed of the cumulo feuduty of Eight Pounds Nineteen Shillings and Ten Pence payable from inter alia the portion of land on which the tenement 1 Temple Gardens is erected and cumulo ground annual of Twenty Three Pounds Ten Shillings and Two Pence payable from the said portion of land on which the said tenement is erected, and my said disponent and his foresaids shall be bound to relieve me and my successors as proprietors of the said tenement (other than the subjects hereby disposed) of the said feuduty of Eight Pounds Nineteen Shillings and Ten Pence and the said Ground Annual of Twenty Three Pounds Ten Shillings and Two Pence to the extent of the said sum of Four Pounds Fifteen Shillings, and I and my foresaids shall free and relieve my said disponent and his foresaids of the remainder of the said feuduty of Eight Pounds Nineteen Shillings and Ten Pence and the said ground annual of Twenty Three Pounds Ten Shillings and Two Pence; (Two) my said disponent and his foresaids shall be bound in all time coming to uphold and maintain in good order and repair jointly with the proprietor or proprietors of the remaining parts of the said tenement for the time being the

solum on which the said tenement is erected and the foundations of the said tenement, the pavement ex adverso so far as not maintainable by the Local Authority, the common gables, walls, partitions, close, passages, back and front outer doors, stairs, roof, vents, chimney heads, but not chimney cans which are maintainable by the proprietors of the subjects which they serve, sewers, common main and branch drains, rhones, cisterns, soil and rain water and main water supply, ventilating and gas pipes, conductors, communications, electric main cables, wires, transmitters and connections, washhouse, back green and poles, walls and iron fences and railings and other common property of the said tenement; (Three) no buildings or erections of any kind shall be erected on the back green or front garden which would interfere in any way with the light of the tenement property aforesaid without the written consent of all the respective proprietors thereof; and it is hereby declared that my said disponent and his foresaids shall be bound to pay a one sixth share of the cost of all items of repair, maintenance and upkeep of the common parts of the said tenement; (Four) the nature and extent of such joint repairs and maintenance as may be required in terms of the preceding clauses shall be agreed by the proprietors of the several parts of the said tenement having an interest in the common parts and failing agreement the same shall be determined by a majority of the votes of the said proprietors of the several parts of the said tenement, each proprietor having one vote in respect of each pound of his, her, or their, assessed rental and the decision of the said proprietors holding a majority of votes shall be final and binding on all the other proprietors who shall be bound to pay their respective shares of the cost of repairs or maintenance in the same way as if their consent had been given; the proprietors of the tenement shall by a majority vote as aforesaid appoint a common factor who may be one of themselves or any other person to see to the general management and maintenance of the said tenement and to the execution of such necessary repairs and instruct tradesmen for the purpose and pay the accounts of such tradesmen and to recover from each proprietor his, her, or their, respective proportions of the accounts for the said repairs and of any remuneration which the proprietors holding a majority of votes as aforesaid may fix for the services of the said common factor; (Five) my said disponent and his foresaids shall maintain at their own expense the subjects hereby disposed in good order and repair except so far as owned mutually, and, if necessary, restore and re-erect the same and they shall not execute any alterations or make any additions or conduct any operations which shall prejudicially affect the stability of the walls or foundations of the said tenement; further my said disponent and his foresaids shall not use the subjects hereby disposed for any other purpose that might be offensive to or interfere with the enjoyment of any other part or parts of the said tenement; (Six) my said disponent and his foresaids shall be bound to concur with the other proprietors of the said tenement in keeping the said tenement adequately and constantly insured with an established Insurance Company against loss by fire and storm damage for at least the reinstatement value of the said tenement as such value shall be fixed by majority vote as aforesaid and against Third Party Risks for such amount as shall be fixed by a majority vote as aforesaid and my said disponent and his foresaids shall be bound to pay a one sixth share of the premiums for keeping such insurances in force and in the event of the said tenement being destroyed or damaged by fire and/or storm damage the whole sum received from the Insurance Company or so much thereof as shall be necessary shall forthwith be expended pro tanto in re-erecting the said tenement or repairing the damage done; and I bind myself to insert the like burdens, conditions and others in all Dispositions or Conveyances and in all writs or investitures of any part of the remainder of the said tenement and/or the said portion of land under pain of nullity.

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<div></div> <div>LAND REGISTER OF SCOTLAND</div>		Officer's ID / Date	TITLE NUMBER
		30128 18/10/1996	GLA73314
<div></div>	ORDNANCE SURVEY NATIONAL GRID REFERENCE		<div><div></div>70m<div></div></div>
NS5468NE NS5469SE			Survey Scale
			1/1250

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