



Title Information: REN127546

Search summary

Date/Time of search	10-01-2023 12:46:56
Transaction number	SCO-13241716
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Section A

REN127546

Property

Date of first registration	02-06-2009
Date title sheet updated to	02-06-2009
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NS3865SE
Title Number	REN127546
Cadastral Unit	REN127546
Sasine Search	CSS50422
Property address	1 WINDSOR PLACE, BRIDGE OF WEIR PA113AF

Description

Subjects within the land edged red on the Title Plan being the eastmost shop and back shop on the ground floor of the Tenement 1 WINDSOR PLACE, BRIDGE OF WEIR PA11 3AF ; Together with a right in common with the other proprietors of the said Tenement in and to (a) the solum on which the said Tenement is erected, the foundations, outer walls, gables and roof of said Tenement, the chimney heads, hatchways, stairs and staircase with the walls enclosing the same, all sewers, traps, drains, main water supply pipes, rhones, conductors, gas and electric mains and cables and other transmitters used in common by the said proprietors and all other parts of the said Tenement which are common or mutual to the proprietors thereof; together also with free ish and entry to and from the subjects in this Title and a right of access on all necessary occasions to the said common or mutual of the said Tenement for the purpose of repairs and for all other necessary purposes, on condition only of restoration of any damage caused thereby; (b) the common close or passage 1 Windsor Place, aforesaid and basement stair and passage leading to the back green or court pertaining to the said Tenement; (c) the said back green or court which shall be used as a drying green or court and for no other purpose whatsoever; (d) the washhouse pertaining to the said Tenement situated within the said back green or court; and (e) the whole other rights common and mutual to the proprietors of the said Tenement.

Notes

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Instrument of Sasine in Entry 1 of the Burdens Section.

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Section B

REN127546

Proprietorship

MYRA HAIG MILLS Silverlake, Bridge Of Weir Road, Kilmacolm.

Entry number	1
Date of registration	02-06-2009
Date of Entry	22-05-2009
Consideration	Certain Good and Onerous Causes

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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: 3

Burden 1

Instrument of Sasine recorded P.R.S. (Renfrewshire) 28th August 1821, on Feu Disposition by James Hamilton to Mathew Cameron and his heirs and assignees, of 3 Roods 11 falls of ground of which the subjects in this Title form part, contains the following burdens:

Reserving to the said James Hamilton and his heirs and successors or those previously deriving right the whole mines minerals metals coal, lime stone freestone and others within the said piece of ground hereby disposed and full power and liberty to them or to any person or persons authorised by them to search for work win and carry away the same and to make aqueducts levels drains quarries roads and others necessary for all or any of these purposes upon payment of any damages that may thereby be occasioned to the ground or houses of said feu as shall be ascertained by two neutral persons to be mutually chosen by the superior and vassal.

Burden 2

Feu Contract containing Feu Disposition by Peter Woodrow (First Party) to Alexander Pottie and his heirs and assignees, recorded G.R.S. (Renfrew) 12th Nov. 1892, of inter alia 733 square Yards of ground of which the subjects in this Title form part contains the following burdens:

(First) the said Peter Woodrow reserves to himself and his heirs and assignees Proprietors of the ground belonging to him forming the Eastern and Western boundaries of and adjoining the subjects above disposed an heritable and irredeemable servitude right and tolerance over the plot or area of ground above disposed of a roadway and right of way to the said ground on the East and West respectively Declaring that said right of way shall only be available (so far as regards the ground on the west) for the purpose of taking in Coals or of taking out ashes and that the first party shall be bound to put good wooden gates with strong locks in the fence between Blackhall ground and Windsor Place ground and also in the fence between Windsor Place ground and the first party's ground to the west and to keep said gates and locks in good order and he shall also be bound to see that said gates are kept locked when Carts of Coals are not being taken in or ashes taken out (Second) The said Peter Woodrow reserves to himself and his heirs and assignees as Proprietors of the ground belonging to him to the west of the subjects herein disposed to use when they shall see fit the mutual gable forming part of the western boundary of said subjects and that without any payment to the said Alexander Pottie or his foresaids therefor (Third) The said Peter Woodrow reserves to himself and his heirs and assignees the right to carry away the Sewage from his subjects on the east by means of a pipe to be connected with the sewer formed by the First Party which carries away the Sewage of the said plot or area of ground hereby disposed and which enters an old drain passing through his remaining ground to the west whence it flows into the burn forming the

western boundary of said remaining ground but in the event of the first party or his foresaids being at any time called upon by the Sanitary or other authority to discontinue using said drain and outfall and having to form another Drainage System with Settling Tanks or other appliances the Second Party and his foresaids shall be bound and obliged to contribute and pay the proportional part of the expense thereof calculated on the amounts of the rentals of their respective subjects but until such other drainage system is constructed the said Alexander Pottie shall be entitled to have the sewage from the plots hereby disposed to him carried away by the said existing drain through the first party's remaining lands to said Burn (Fourth) The said Alexander Pottie and his foresaids shall be bound and obliged in all time to maintain upon the said plot or area of ground hereby feued buildings to be occupied as Shops or Dwelling Houses with suitable offices which shall always be kept up and maintained in good habitable and tenantable order and repair (Fifth) The ground behind the said Buildings shall at no time be used or applied by the said Alexander Pottie and his foresaids for the purpose of Buildings of any description other than such offices as are commonly attached to similar tenements and the said Alexander Pottie and his foresaids shall be bound in so far as not already done to erect sufficient boundary fences and to keep such fences or any fences already erected in good repair in all time coming but with right to him to recover from the Feuars of adjoining ground one-half of the cost of said Fences erected by him and from such feuars or from the first party as long as said adjoining ground is unfeued the cost of maintaining the same so far as bounding said adjoining ground.

Burden 3

Disposition by Trustees of Alexander Pottie to Catherine Marskell and her heirs and assignees, recorded G.R.S. (Renfrew) 28 Oct. 1964, of the subjects in this Title, contains the following burdens:

(First) under burden of payment by our disponent and her foresaids of a one-eleventh share of the expenses of the maintenance and repair of the parts of the Tenement 1 Windsor Place, Bridge of Weir and others which are common or mutual to the whole proprietors thereof; (Second) such repairs as are necessary for the proper maintenance of said Tenement and others as well as all questions relating to renewal of said common portions and questions relating to management shall be agreed upon by the proprietors of the several houses and shops in the said Tenement from time to time as may be required and failing agreement the same shall be determined by a majority of the votes of the said proprietors, each proprietor having one vote for each house or shop owned in the said Tenement, and in the event of equality of votes then the proprietor of the house or shop bearing the largest assessed rental shall have an additional or casting vote and the decision of the proprietors or proprietor holding the majority of votes on the foregoing basis shall be final and binding; and such proprietors or proprietor holding a majority of votes shall have the right to order such repairs or renewals to be carried out and to recover from each of the proprietors their, his or her respective proportions of the cost thereof and the proprietors may by a majority vote as aforesaid appoint one of themselves or any other person or persons as the common factor to see to the execution of all such necessary repairs and to pay all other common charges, premiums and burdens and to charge an annual remuneration as agreed with the proprietors for his services, declaring that the share of said annual remuneration to be paid by our said disponent and her foresaids as proprietors of the subjects hereby disposed shall be in accordance with the scale laid down from time to time by the Paisley and District House Factors' Association and (Third) the said

Tenement and others shall be kept insured against fire and public liability by a common policy or policies in the names of the proprietors of the several dwellinghouses and shops therein or the factor on their behalf for an amount or amounts to be determined by a majority as aforesaid of the proprietors and that with such Insurance Company or Companies as they may select and the proprietor or proprietors or their factor disbursing the insurance premiums shall be entitled to recover a one-eleventh share thereof from each of the proprietors of the dwellinghouses and shops comprising said Tenement, declaring that the amount recovered from the Insurance Company or Companies under the said policy or policies in the event of a claim arising shall be applied in reinstatement of the damage done or in rebuilding said Tenement;

And we bind ourselves as Trustees foresaid and our foresaids to insert similar burdens, conditions, and obligations in all future deeds and transmissions which may be granted by us or them of other parts of said Tenement.

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