



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

9995
7/7/2010

TITLE NUMBER

BUT3551



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

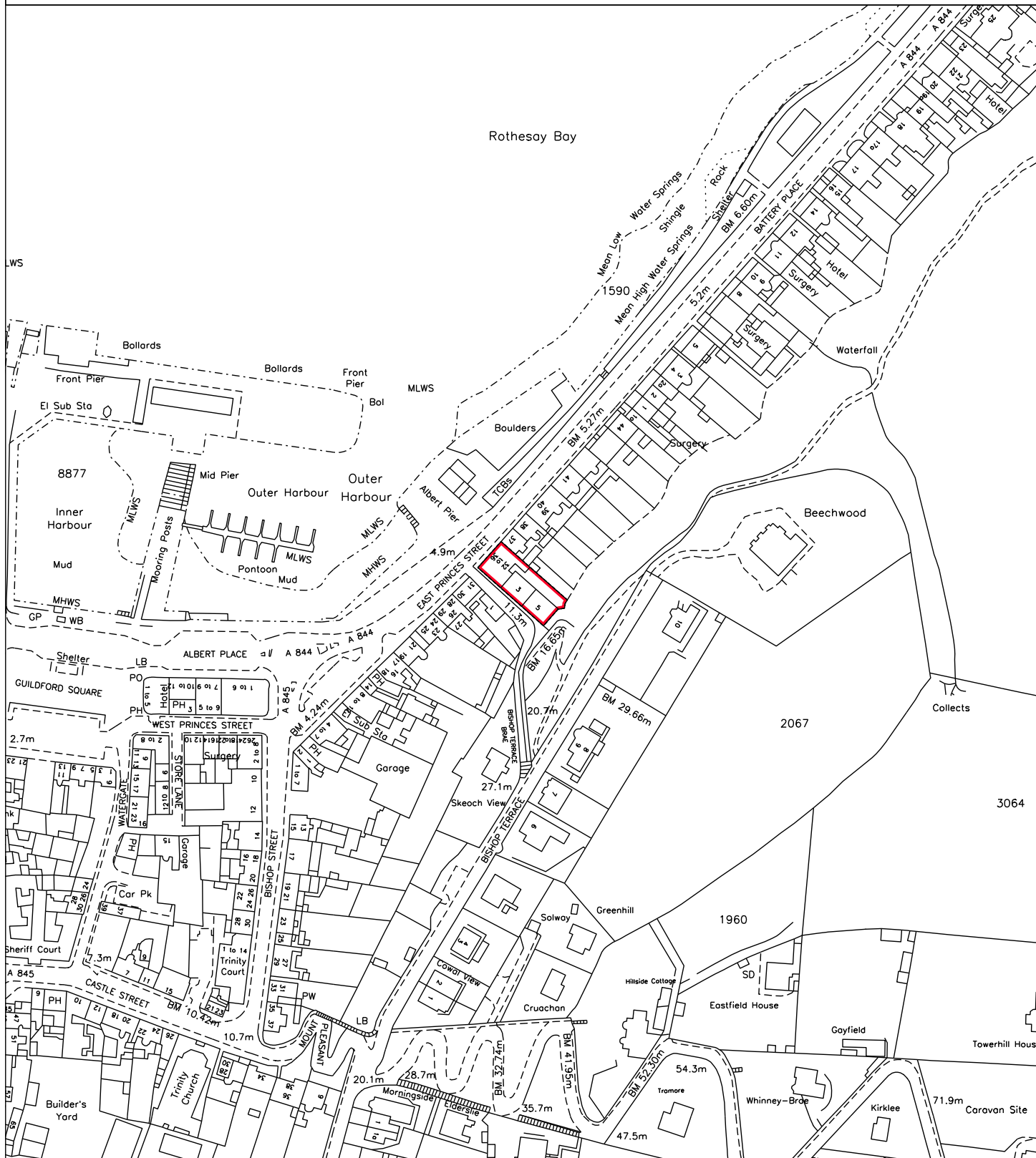
140m

NS0864 NS0964 NS0865 NS0965

Survey Scale

1/2500

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TITLE NUMBER BUT3551

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
17 OCT 2007

DATE TITLE SHEET UPDATED TO
06 JUL 2023

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects FLAT 5 33 EAST PRINCES STREET, ROTHESAY, ISLE OF BUTE PA20 9DN within the land edged red on the Title Plan being the westmost house situated on the third floor above the ground floor of the Tenement 32 to 36 EAST PRINCES STREET; Together with a right in common with the proprietors of the remaining portions of the said tenement to (First) the foundations, gables, outside walls, roof (including hatchway), close and stairway of the said tenement, the mutual chimney heads (but not chimney cans) and the solum on which the said tenement is built and the pavement and street ex adverso the said tenement so far as the proprietors have right thereto, the back courtyard other than that portion thereof lying to the rear of the said tenement and included in the security subjects described in and as shown on a plan annexed and signed as relative to a Bond and Disposition in Security granted by James McMillan in favour of the Trustees of Jane Paterson and recorded in the Division of the General Register of Sasines applicable to the County of Bute on the Sixteenth of February Nineteen hundred and four, and the boundary walls so far as enclosing the same and so far as the proprietors have right thereto; (Second) the common drains soil rainwater pipes and rhones and the water gas and other pipes and electric cables as far as used in common for the houses in said tenement in so far as the said proprietors have right thereto and (Third) the whole other rights common and mutual to the proprietors of the said tenement; Together also with access to the said common parts of the said tenement when required and free ish and entry to the subjects in this Title by the said common close and stairway 33 East Princes Street, and also to the roof of said tenement and to the mutual chimney heads by the said



LAND REGISTER OF SCOTLAND



TITLE NUMBER BUT3551

A 2

A. PROPERTY SECTION

common close and stairway and by the said hatchway for the purpose of cleaning vents and for all other necessary purposes.



LAND REGISTER OF SCOTLAND



TITLE NUMBER BUT3551

B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1 ALLWYN CECILIA CRAWFORD 15
The Braes, Saltcoats, KA21
5EP.

DATE OF
REGISTRATION
05 JUN 2023

CONSIDERATION
£135,000

DATE OF ENTRY
31 MAY 2023



LAND REGISTER OF SCOTLAND



TITLE NUMBER BUT3551

C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



TITLE NUMBER BUT3551

D 1

D. BURDENS SECTION

ENTRY NO

SPECIFICATION

- 1 Disposition by Trustee of James McMillan with consent to Woolwich Equitable Building Society and their assignees, recorded G.R.S. (Bute) 23 May 1963, of the subjects in this Title, contains the following burdens:

(First) the subjects hereby disposed shall be held by my said disponees and their foresaids in all time coming under the burden of upholding and maintaining in good order and repair, jointly with me and my successors as proprietors for the time being of the remaining portions of the tenement of shops and houses 32 to 36 East Princes Street, Rothesay (hereinafter referred to as "the said tenement"), the foundations, gables, outside walls, roof (including hatchway), mutual chimney heads (but not chimney cans), common close and stairway of the said tenement, the common drains, soil and rainwater pipes and rhones, and the water, gas and other pipes and electric cables, the back courtyard other than that portion lying to the rear of the said tenement and included in the security subjects described in and as shown on a plan annexed and signed as relative to a Bond and Disposition in Security granted by said James McMillan in favour of the Trustees of Jane Paterson dated Fifteenth and recorded in the General Register of Sasines applicable to the County of Bute on the Sixteenth both days of February Nineteen hundred and four and the boundary walls so far as enclosing the same and so far as I have right thereto, all as far as used in common for the houses in said tenement, and also the pavement, kerbstone and gutter in East Princes Street all so far as ex adverso the said tenement and so far as not maintained by the Local Authority, and all other parts and pertinents of or fittings in connection with the said tenement which are or may be common or mutual to the respective proprietors thereof; Declaring that the proportions payable by my said disponees and their foresaids of the cost of such maintenance and repair and the remuneration of the factor aftermentioned shall be one tenth;



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(Second) with regard to the insurance of the said tenement it is hereby declared that the proprietors of the houses in said tenement shall be bound to keep it constantly insured against loss or damage caused by fire, storm damage and damage caused by bursting and overflow of water tanks and pipes and property owners' liability with an established insurance company to be selected by themselves to the extent of Twelve Thousand Pounds at least, and that in the joint names of the proprietors or in the name of the factor aftermentioned as their Agent, my said disponees and their foresaids paying one tenth share of the premium to the person who may be appointed to collect the same, and in the event of the said tenement or any part thereof being destroyed or damaged by fire, the whole sum to be received from the insurance company in respect thereof shall be held by the proprietors or their Agent aforesaid in trust for, and shall be expended in re-erecting and restoring the said subjects or repairing the damage done as aforesaid, unless the proprietors for the time being of all the houses and shops in the said tenement unanimously decide otherwise; And we hereby constitute this obligation a real lien and burden on the said tenement to the effect of entitling each of the various proprietors thereof to collect from the others the proportions of the premium allocated or to be allocated on them respectively, and in the event of damage by fire to see to the proper application of the money received under the insurance policy; and

(Third) a majority of the proprietors of the said tenement (each proprietor having for this purpose one vote for each house or shop owned by him) shall be entitled to decide what mutual repairs are necessary for the proper maintenance of the said common portions of the said tenement and others and to employ a factor for said tenement and to instruct execution of said mutual repairs and all the proprietors interested whether consentors or not shall be bound to pay their respective shares of the expense thereof and of the remuneration of



TITLE NUMBER BUT3551

D 3

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

such factor in the same way as if their consent had been given, and the majority of proprietors shall be entitled to recover from the remaining proprietor or proprietors his or their share or shares of said cost and factor's remuneration with any necessary expense incurred in so doing, all which conditions and stipulations are hereby created and declared to be additional real liens and burdens on the subjects hereby disposed in favour of the said remaining portions of the said tenement and the proprietors thereof.



Richardson & Starling

Richardson & Starling (Northern) Limited
14 Bouverie Street, Rutherglen,
Glasgow G73 2RX.
Telephone: 0141-647 9485
Fax: 0141-647 8305

26th January 2009

GB/JMcC/09/0168

George Hanson (Building Contractor) Limited
20 Union Street
ROTHESAY
PA20 0HD

For the attention of John Galbraith

Dear Sir

32-36 East Princes Street, Rothesay

In accordance with your verbal instructions our Surveyor Graham Bruce visited the above property on 9th January, 2009, to inspect the accessible roofing timbers for evidence of woodborer infestation and fungal attacks and we now submit our specification and estimate(s) for the appropriate remedial treatment(s) and the specified associated builders work.

For reference purposes all directions are taken from outside the property facing the front elevation.

This report is to be read in conjunction with the drawing enclosed.

In order to facilitate the application of our recommended treatment it will be necessary for your tradesmen to carry out the preparatory and reinstatement works detailed under the heading Building Contractor on the attached "Schedule and Specification of Works".

Property Description

The inspected property is a tenemental building.

During the time of our inspection the prevailing weather conditions were dry.

Observations

Our findings within the areas as instructed are as follows:

Main Roof Void

Roofing Timbers

At the time of our inspection a scaffold had been erected around the perimeter of the property and external repairs were being carried out to roof coverings. Our internal inspection was restricted due to the manner of construction and a build up of dust and debris within the roof void.

The accessible timbers of the roof void were examined and evidence of attacks by the Wet Rot fungus (*Coniophora puteana*) were located in the timber ceiling joist ends, rafter feet, timber wallplate, sarking and bressummer beam ends within the locations as indicated for repair on the attached drawing.

These attacks would appear to have been caused by unprotected timber absorbing moisture from water ingress due to defective roof coverings and flashings.

-2-

In view of the above we recommend repairs to the affected roofing timbers as detailed within the attached schedule of works.

In addition to the above we located a moderate, scattered infestation by the Common Furniture Beetle (*Anobium punctatum*) affecting roofing timbers throughout the main roof void. We recommend chemical treatment to all roofing timbers within the main roof void.

Note

As decay was located at the wallhead within the main roof void, timber safe lintels below and within the top floor apartments these areas should be inspected for evidence of fungal attacks and a further report issued if necessary. Pockets should be created within the plasterwork to facilitate test boring of timber safe lintels above all window openings within the top floor apartments and common stairwell.

Timber Bressummer Beams

As discussed we recommend repairs to the decayed bressummer beam ends using a timber resin splice repair. To undertake repairs to the affected roofing timbers it will be necessary to cut back ceiling plaster and potentially any ornamental cornice work. An allowance has been made within our quotation to cut back the ceilings and reinstate on completion of works, however, no allowance has been made to reinstate any ornamental plasterwork.

During the course of our works timber safe lintels will be test bored at top floor level and a further report issued if required.

Estimate

The cost of our recommended treatment and associated works is shown on the attached estimate and is based on the assumption that the work can be carried out in one continuous operation.

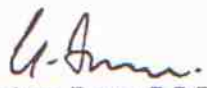
This quotation and specification must be read in conjunction with the report folder which forms part of the contract offer.

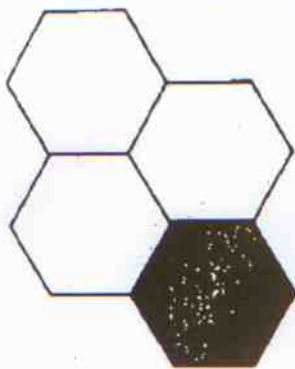
Should you wish to proceed with this work please sign the blue Acceptance Form enclosed, and return at your earliest convenience, in order that a suitable start date can be agreed for the works.

Upon payment of our account in full we will be pleased to issue our 30 Year Warranty covering the guaranteed preservation works carried out by us in the treatment areas specified.

We hope the contents of the report are clear, however, should you require further information please do not hesitate to contact our Surveyor who will be pleased to assist you.

Yours faithfully
For and on behalf of
Richardson & Starling (Northern) Limited


Graham Bruce C.S.R.T. C.S.S.W.
Branch Manager
graham.bruce@woodrot.com
Mobile 07711 046941



Richardson & Starling

G 41425

Richardson & Starling (Northern) Limited
Building Preservation

14 Bouverie Street, Rutherglen,
Glasgow G73 2RX.
Telephone: 0141-647 9485
Fax: 0141-647 8305

26th January 2009

GB/JMcC/09/0168

QUOTATION

George Hanson (Building Contractor) Limited
20 Union Street
ROTHESAY
PA20 0HD

32-36 East Princes Street, Rothesay

Item 1

Guaranteed chemical treatment for the eradication of wet rot including carrying out all reinstatement works using treated and protected timbers as specifically detailed and within the areas specified in our schedule of work under the heading "Our Operatives" attached to our report dated 26 January 2009.

Repairs to roofing timbers within main roof void.

Guaranteed chemical treatment for the eradication of woodborer infestation to the accessible timbers of main roof void.

Repairs to timber bressummer beam ends.

£16,540.00 + VAT (Sixteen Thousand Five Hundred & Forty Pounds)

The amount of this quotation and of any additional work carried out in conjunction therewith is subject to the addition of Value Tax where appropriate.

This quotation is conditional upon:

- (1) Mains electricity being available for illumination and the operation of our electrical equipment.
- (2) Any preparatory work required of Builders having been carried out prior to the arrival of our operatives.

Subject to the terms and conditions of tender and contract noted above and overleaf, we will carry out chemical treatment as above. Acceptance of such quotation or any part thereof implies acceptance also of these conditions.

Payment methods:



MASTERCARD



VISA



AMERICAN EXPRESS

CASH/CHEQUE

Members of:
British Wood Preserving
and Damp-Proofing Association

Registered in England No. 044470
Registered Office:
Grange Works, Mill Lane, Rugeley, Staffs WS15 2JW

SCHEDULE AND SPECIFICATION OF WORKS

26 January 2009

DATE:

Wet Rot/Woodborer/Resin Treatments

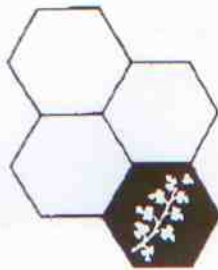
32-36 East Princes Street, Rothbsey

THIS SCHEDULE REFERS TO:—

PROPERTY:

Location	Building Contractor/Clients Responsibility	Our Operatives
<p>General</p> <p>Main Roof Void</p>	<p>No allowance has been made within our estimate for any of the works detailed in this section.</p> <p>Check roof covering for ingress of water and repair as required.</p> <p>Check guttering, downpipes and drains and repair as required.</p> <p>Check and repair external pointing.</p> <p>Remove all stored articles, dust and debris from timber floors prior to our Operatives arriving on site.</p> <p>Reinstate ornamental plasterwork.</p> <p>Carry out repairs to external roof coverings and ensure property is returned to a watertight condition.</p>	<p>Carry out temporary protection within work area using polythene and masking tape.</p> <p>Cut pockets in plasterwork at window lintels to facilitate test boring of timber safe lintels.</p> <p>Issue further report if required.</p> <p>Support from below – cut back ceiling plaster to facilitate repairs to roofing timbers and bressummer beam ends.</p> <p>Carry out timber resin splice repair to bressummer beam ends as per manufacturers instructions.</p> <p>Test bore remaining ends of bressummer beam ends and issue further report if necessary.</p> <p>On completion of the above reinstate using treated timbers further protected as specified on the reverse of this schedule.</p> <p>Brush down all accessible timbers of dust and cobwebs.</p> <p>Apply insecticidal solution to all accessible roofing timbers.</p> <p>Reinstate plaster where removed and leave ready for clients preparation and decoration.</p> <p>Remove resultant debris from site and carry out builders clean within work area.</p>

For Specification of Standard Treatments and Health and Safety Measures see over.



Richardson & Starling

PROPERTY ADDRESS:

32-36 EAST PRINCESS STREET




ROTHESAY

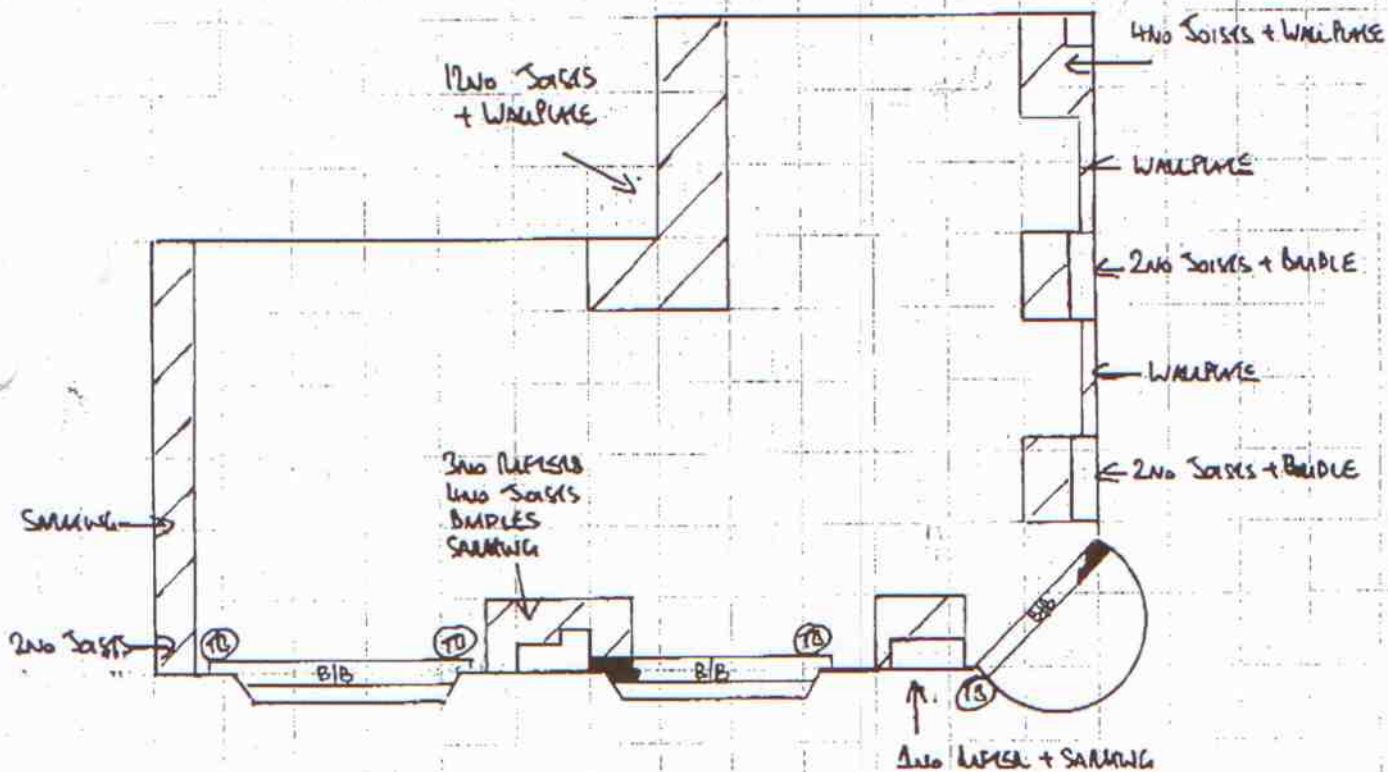
ISLE OF BUTE

Date: JANUARY 2009

Surveyor: GRHAM BRUCE

JMCC/73896

- KEY:
-  CUT BACK AND REPAIR ROOFING TIMBERS
 -  CARRY OUT TIMBER/RESIN SPICE REPAIR TO MESQUUNEN BEAM END
 -  TEST DONE AND TREAT BEAM END



Roof Plan ↑

CONTRACT DETAILS

Name(s) of customer(s) or owner(s) [see clause 2 of Terms and Conditions overleaf]:

05102

Address of property treated:

32-36 East Princes Street, Rothesay

Guaranteed areas to which Warranty applies:

Wet Rot & Woodborer Eradication

Treatment as specified in our report dated 26th January 2009 & 3rd March 2009.

This is a Certified Copy

Date of acceptance of estimate:

16.02.09

Reference number:

199/052 09/110

Date of completion of contract:

24.03.09

For and on behalf of:

RICHARDSON & STARLING (Northern) LTD.

Date:

16.07.09

John Morrison DIRECTOR

NOTE: In the treatment of timbers for eradication of wood-borers it is possible that a few deep-seated larvae may escape the immediate effect of the treatment by being below the limit of penetration. These larvae may then emerge as adult beetles in the two years following treatment. In the case of death watch beetle, the period of emergence may even be longer because of their very long life cycle. Should this happen, the beetles will die very soon after emerging but would give the impression that re-infestation has occurred. Actually, the permanent chemical deposit on the treated timbers will prevent any further eggs being laid and, with the final emergencies, the treatment becomes completely effective, for the infestation has died out. With this position in mind, it is clear that any suspected failure of treatment cannot be ascertained for at least three years after treatment, and re-inspection within this period would therefore be inconclusive and serve no useful purpose.

ARGYLL PARTNERSHIP			
Received		20 MAY 2011	
BAS	AP419		
BH			AHK
AHK			



**Richardson
& Starling**

Richardson & Starling (Northern) Limited

Warranty

In pursuance of the undernoted Contract

RICHARDSON & STARLING (Northern) LTD.

of 14 Bouverie Street, Rutherglen, Glasgow G73 2RX

(Reg. Office: Grange Works, Mill Lane, Rugeley, Staffs WS15 2JW, hereinafter called "the Warrantor"),
HEREBY GUARANTEE for a period of THIRTY YEARS from the date of completion of the said Contract, subject to the terms and conditions given below, THAT in the event of any new infestation, continuation, or revival of attack by wood-boring insects or wood-rotting fungi in any timber or masonry chemically treated by them for the prevention or eradication of such attack in accordance with the said Contract, they will carry out all necessary treatment or re-treatment to the infected timber and masonry free of charge and will bear the cost of all exposure and reinstatement work excluding redecoration, which may be necessary to carry out such treatment or re-treatment. In the event of a claim being made under this Warranty, the Company will require a deposit to cover the expense of examination, refundable in the event of a claim being found justified.

TERMS AND CONDITIONS

1. Nothing contained in the terms of this Warranty shall be construed as depriving either the person or persons claiming benefit hereunder, or the Warrantor, of their respective rights under Common Law.
2. Subject to compliance with the terms and conditions, this Warranty shall apply during the period it is in force to any subsequent owner or owners of the property treated.
3. Where treatment has been carried out for the prevention or eradication of fungal attack on timber or masonry or both, the acceptance by the Warrantor of any claim for re-treatment under this Warranty shall be conditional upon:
 - (a) the satisfactory execution immediately after treatment, of any structural or other alteration and works recommended by the Warrantor, and
 - (b) the full and proper maintenance at all times, of all water systems and other services in the property, and
 - (c) all reasonable precautions being taken to protect the property from dampness at all times, both internally and externally.
4. This Warranty shall apply only to those areas specified in the Contract details set out below.
5. This Warranty shall not apply to:
 - (a) any items of furniture or easily movable article constructed of timber.
 - (b) any plywood.
 - (c) any area not fully treated in accordance with the Warrantor's specification for guaranteed treatment.
 - (d) any part of the guaranteed areas which are repaired, altered or added to after completion of the guaranteed treatment unless the Warrantor is informed in writing before such repairs, alterations or additions are commenced and any supplementary treatment which may be deemed necessary by the Warrantor as a result of such repairs, alterations or additions is carried out by the Warrantor and paid for by the owner on the basis of the Warrantor's charges ruling at the time of such supplementary treatment.