CAP. XCIV.

An Act to extend the Benefits of the Act of the Eleventh and Twelfth Years of Her present Majesty, for the Amendment of the Law of Entail in *Scotland*.

[20th *August* 1853.]

'WHEREAS an Act was passed in the Session of Parliament holden in the Eleventh and Twelfth Years of the Reign of Her present Majesty, intituled *An Act for the Amendment of the Law of Entail in* Scotland, the Provisions of which Act have been found to be highly beneficial, and it is expedient to extend the Benefits and to facilitate the Operation of the said Act, and still further to simplify the Procedure under the same:' Be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows: 11 & 12 Vict. c. 36.

I. No Interlocutor, Judgment, or Decree following or that has followed upon any Petition presented or which shall be presented under the said recited Act or this Act shall be questionable or reducible upon the Ground of any Want of Compliance with the Provisions of the said recited Act and of this Act, and of any relative Act or Acts of Sederunt which have been or shall be passed by the Court of Session in *Scotland*, in so far as such Provisions regard Applications or Petitions to the Court of Session under the Authority of the said recited Act or of this Act, the Matters to be set forth in such Applications or Petitions, the Intimation and Service, and Advertisement thereof, the Persons to be called as Parties thereto, and the Mode of calling them, the making and producing of Affidavits therein, the Matters to be set forth in such Affidavits, and generally the Procedure under such Applications or Petitions: Provided always, that no Injury shall have been suffered by any Person through such Want of Compliance; provided also, that nothing herein contained shall be held to support or validate any Interlocutor, Judgment, or Decree as aforesaid obtained or which may be obtained without the requisite Consents prescribed by the said recited Act, or without Service of the Petition upon any Party expressly required by the said recited Act to be called in the Application, or shall be held to support or validate any Interlocutor, Judgment, or Decree as aforesaid, in so far as such Interlocutor, Judgment, or Decree shall go beyond what was or may be concluded or prayed for in the Application under which it was or may be pronounced. Forms of Procedure under recited Act and this Act merely directory.

II. Every Application or Petition which under the said recited Act or under this Act may be presented to the Court of Session during the Sittings of the said Court, may, during any Vacation or Recess of the said Court, be presented to the Lord Ordinary officiating on the Bills; and it shall be competent for the Lord Ordinary officiating on the Bills in each Time of Vacation or Recess to appoint or grant Warrant for such Intimation, Service, and Advertisement with respect to such Application or Petition as may be requisite or may be deemed proper; and all such Procedure which shall take place under the Authority of such Lord Ordinary officiating on the Bills shall be equally valid and effectual to all Intents and Purposes as if the same had taken place under the Authority of the Court: Provided always, that every such Application or Petition shall be addressed to the Court, and shall, during the Sitting of the Court, be proceeded with in the same Manner as if any Procedure which may have taken place before the Lord Ordinary on the Bills in Time of Vacation or Recess under the Authority of this Act had taken place before the Court in Time of Session. Applications or Petitions may during Vacation be presented to Lord Ordinary officiating on Bills, who may proceed as may be requisite, &c.

III. Every Application or Petition under the said recited Act or under this Act may be amended, where such Amendment shall be authorized by the Court; and it shall not be necessary in respect of such Amendment to make any Intimation or Service or Advertisement, except such Intimation or Service or Advertisement, if any, as the Court may in the Circumstances of the Case think fit to appoint. Applications, &c. may be amended where authorized by the Court.

IV. It shall be lawful for any Heir of Entail who is or shall be in a Position to obtain his Lands disentailed under the Provisions of the said recited Act to execute an Instrument of Disentail Instruments of Disentail may be executed, and

the Sanction and Authority of the Court to record the same afterwards applied for.

Disentail thereof without the previous Sanction of the Court, and to produce such executed Instrument of Disentail either along with an Application to the Court for Authority to record such Instrument of Disentail in the Register of Tailzies, or at any Time in the Course of the Proceedings under such Application when he shall think fit or when such Production shall be ordered by the Court; and the whole Provisions of the said recited Act with reference to Applications to the Court by the said recited Act authorized shall be applicable and apply to such Applications as aforesaid, and to all Applications under this Act; and on such Application being presented, and such Consents, if any, as are required by the said recited Act being obtained, and on the Court being satisfied that the Procedure is regular, and in conformity with the Provisions of the said recited Act and of this Act, the Court shall grant Warrant for recording such Instrument of Disentail in the Register of Tailzies, and such Instrument of Disentail, when so recorded, shall have the like Effect and the like Privileges in all respects as any Instrument of Disentail duly recorded under the Provisions of the said recited Act.

Conveyances, Excambions, &c. may be made, and the Authority of the Court afterwards interponed.

V. It shall be lawful for any Heir of Entail who is or shall be in a Position to sell, alienate, dispone, charge with Debts or Incumbrances, lease, feu, or excamb his entailed Estate, in whole or in part, under the Provisions of the said recited Act, to execute without the previous Sanction of the Court a Deed of Conveyance or Contract of Excambion, or other Deed for giving Effect to such Sale, Disposition, Charge, Lease, Feu, or Excambion, and to produce such executed Deed either along with an Application to the Court for its Sanction thereto, or at any Time in the Course of the Proceedings under such Application when he shall think fit or when such Production shall be ordered by the Court; and on such Application being presented, and such Consents, if any, as are required by the said recited Act being obtained, containing express Consent to and Approval of such Deed of Conveyance or Contract of Excambion or other Deed executed as aforesaid, and on the Court being satisfied that the Procedure is regular, and in conformity with the Provisions of the said recited Act and of this Act, the Court shall pronounce an Interlocutor approving of such Sale, Disposition, Charge, Lease, Feu, or Excambion, as the Case may be, and of the Deed executed as aforesaid for carrying the same into effect, and thereupon such Deed shall have the same Force and Effect in every respect as if the same had been made and executed at the Sight of the Court, in Terms of the said recited Act.

Competent to present continuing Petitions for Authority to grant Feus and long Leases.

VI. It shall be lawful for the Court, upon an Application by any Heir of Entail, entitled, in Terms of the said recited Act, to apply for the Authority and Approbation of the Court to the granting of Feus and long Leases, to an Extent not exceeding in all One Eighth Part in Value for the Time of the entailed Estate, to fix and determine the minimum Rates of Feu Duty or Tack Duty, at which the Lands specified in such Application, or the different Portions of such Lands where the same are of different Values, may be feued or let on long Leases; and such minimum Rate or Rates of Feu Duty or Tack Duty, being so fixed by Interlocutor of the Court, shall be acted upon with reference to all Feus or long Leases which may be granted from Time to Time under such Application, unless the Court, upon being moved to that Effect by such Heir of Entail, or by any other Party entitled to appear, shall afterwards alter the same, (which the Court is hereby authorized to do, from Time to Time, upon Motion to that Effect as aforesaid,) in which Case such altered Rate or Rates of Feu Duty or Tack Duty shall be substituted for the Rate or Rates of Feu Duty or Tack Duty previously established; and in like Manner it shall be lawful for the Court, upon such Application as aforesaid, to approve, by Interlocutor, of a Form of Feu Charter, Feu Contract, or Feu Disposition, or a Form of long Lease, to be made use of under such Application, from Time to Time as such Feus or long Leases shall be granted, and to grant Authority to such Heir of Entail to grant Feus or long Leases in the Form so approved of, from Time to Time, as he shall think proper, subject to any Conditions or Stipulations which the Court may deem necessary; and such Form may be altered by the Court from Time to Time as the Court shall see fit in the Course of the Proceedings: Provided always, that it shall not be lawful for such Heir of Entail to take any Grassum or Fine or other valuable Consideration other than the Feu Duty or Rent for granting any such Feu or Lease, nor to grant any such Feu or Lease of the Mansion House, Offices, or Policies of the Estate; and in case any such

such Grassum, Fine, or Consideration shall be taken, and in case any Feu or Lease hereby prohibited shall be granted, such Feu or Lease shall be null and void.

Bond and Disposition in Security for Provision to younger Child may be granted to any Party advancing the Amount thereof.

VII. Where an Heir of Entail in possession of an entailed Estate in *Scotland* entitled or allowed under the said recited Act to charge the Fee and Rents of such Estate, or of any Portion thereof, with the Amount of any Provision to a younger Child, and corresponding Interest and Penalties, has granted or shall grant Bond and Disposition in Security therefor over such Estate or any Portion thereof, under the Authority of the said Act, such Bond and Disposition in Security shall be valid and effectual whether the same be granted to such younger Child or any other Party in right of such Provision, or to any Party or Parties advancing the Amount thereof, in order to the Payment of such younger Child: Provided always, that if such Bond and Disposition in Security be not granted directly to such younger Child or other Party in right of such Provision, such Provision be formally discharged by such younger Child, or the Amount of such Provision, with any Interest due thereon, be paid over to or consigned or invested for Behoof of such younger Child or other Party in right of the same, at the Sight of the Court.

Money placed in trust prior to 1st August 1848 to purchase Land to be entailed may be partly invested in Land and partly employed for the Benefit of such Land.

VIII. Where, under any Deed executed prior to the First Day of *August* One thousand eight hundred and forty-eight, any Money is or shall be held in trust for the Purpose of purchasing Land to be entailed, and such Trust has been or shall be partially implemented by the Investment in Land of a Portion of such Trust Money, and also where under any Deed executed as aforesaid any Land has been invested in trust with a view to the same or any Part thereof being entailed, and any Money is or shall be held under such or any other Deed executed as aforesaid in trust to be invested in Land to be added to such entailed Estate, and where in either of the Cases aforesaid the Heir of Entail in possession of such Land for the Time being, if such Land has been entailed in Terms of such Trust, or the Party who, if such Land had been entailed or Money had been invested in Land, which Land had been entailed in Terms of such Trust, would be the Heir of Entail in possession thereof, shall have made or shall make summary Application to the Court for Authority to lay out the uninvested Portion of such Money, or any Part thereof, in or towards Payment of any Money charged, under this or the said recited Act or under any other Act, upon the Fee of the Land purchased or directed to be entailed as aforesaid, or in the Redemption of the Land Tax affecting such Land, or in building or repairing Mansion House or Offices, or otherwise permanently improving the same, or in Repayment of Money already expended in such Improvements, (such Application to the Court always setting forth the Amount of Money so proposed to be laid out, and the special Purpose to which it is intended to apply the same,) the Court, if satisfied of the Propriety of the proposed Application, shall issue a Finding or Decree to that Effect, and authorizing such Application; and it shall thereafter be lawful for the Petitioner, or other Party having the Control of such Money, and for the Petitioner to call upon such Party having such Control, to lay out such Money or any Part thereof, according as the Court shall have authorized the Application of the same, to all or any of the before-mentioned Purposes; and if there shall be any Surplus of such Money after the Purposes authorized by such Decree of Court shall be fulfilled, the same shall, if more than Two hundred Pounds, be applied as the whole Money would have been applied but for the Provisions of this Act, and if less than Two hundred Pounds, shall be paid to the Petitioner for his own Use and Behoof.

Sales may be made to pay off Entailer's Debts.

IX. In all Cases where there are or shall be Entailer's Debts or other Debts or Sums of Money which might lawfully be made chargeable upon the Fee of an entailed Estate, the Heir of Entail in possession of such Estate for the Time being shall have all the like Powers with regard to Sale and Disposal of any Portion or Portions of such Estate, for the Purpose of paying off such Debts or Sums of Money, as are conferred by the said recited Act with reference to the Payment of Debt which is validly charged on the Fee of such Estate; and all the Provisions of the said recited Act respecting Sales which may be made in order to pay off Debt which is validly charged on the Fee of such Estate as aforesaid, and respecting the Dispositions which may be granted for carrying such Sales into effect, and respecting the Approval of the Prices for which such Sales shall be made, and respecting the Application of the Prices to be obtained upon such Sales, and respecting the Tailzies which

which may be executed of any Lands to be purchased by means of such Prices, shall be applicable and apply, *mutatis mutandis*, to Sales which may be made under this Act for paying off Entailer's Debt or other Debts or Sums of Money as aforesaid, and to Dispositions which may be granted for carrying such last-mentioned Sales into effect, and to Prices for which such last-mentioned Sales may be made, and to Tailzies which may be executed of any Lands to be purchased by means of such Prices.

Where, at passing of this Act, entailed Estates may be sold under judicial Authority, Parties entitled to sell may make Application to the Court, in Form prescribed by recited Act.

X. Where at the Date of the passing of this Act any entailed Estate in *Scotland* may be sold and disposed of, in whole or in part, under judicial Authority, in virtue of the Provisions of any special Act of Parliament, or otherwise, it shall be competent for any Party entitled to sell or dispose of such entailed Estate, in whole or in part as aforesaid, to make Application to the Court in the Form and Manner prescribed by the said recited Act with reference to Applications under the said recited Act, and with such Consents, if any, as may be requisite to such Sale and Disposal in Terms of such special Act of Parliament, or otherwise, and without any other Consents, in order to obtain the Authority of the Court to sell and dispose of such entailed Estate, in whole or in part; and the Court shall, under such Application, grant Warrant for and authorize the Sale of such entailed Estate, in whole or in part, as the Case may be, upon such reasonable Advertisement, and on such Terms and Conditions as the Court may deem proper in the Circumstances, without regard to any Forms of Procedure prescribed by such special Act of Parliament, or otherwise; and all Sales and Conveyances which may be made and granted under any such Application as aforesaid shall be equally valid and effectual in all respects as if made under such special Act of Parliament or otherwise, and according to the Forms which, if this Act had not been passed, it would have been necessary to follow.

In Contracts of Excambion, &c. the Destination, &c. may be omitted, provided such Destination, &c. be referred to as set forth in the original Tailzie.

XI. In all Contracts of Excambion which may be made and executed in virtue of the said recited Act, and in all Deeds of Entail which may be made and executed in virtue of the Twenty-fifth Section of the said recited Act, or of the Ninth Section of this Act, and in all Instruments of Sasine following on such Contracts of Excambion and Deeds of Entail, it shall be competent to omit the Insertion of the Destination, and of the Conditions and Provisions and Clauses, prohibitory, irritant, and resolutive, contained in the original Tailzie, provided such Destination and such Conditions and Provisions and Clauses, prohibitory, irritant, and resolutive, shall in such Contracts of Excambion and Deeds of Entail and Instruments of Sasine be specially referred to as being set forth in such original Tailzie, which shall be referred to by its Date and by the Date of recording the same in the Register of Tailzies or in the Books of Council and Session; and the Reference so made to such Destination and to such Conditions and Provisions and Clauses, prohibitory, irritant, and resolutive, shall be equivalent to the full Insertion thereof, and shall in all Questions, whether with Third Parties or *inter hæredes*, and to all Intents and Purposes whatever, have the same Force and Effect as if such Destination and such Conditions and Provisions and Clauses, prohibitory, irritant, and resolutive, had been inserted at Length in such Contracts of Excambion and Deeds of Entail and Instruments of Sasine; and that notwithstanding any Provisions contained in an Act of the Parliament of *Scotland*, made in the Year One thousand six hundred and eighty-five, intituled *Act concerning Tailzies*, or any Law or Practice to the contrary now in force.

Where in any Tailzie executed after 1st August 1848 the Maker of the Tailzie declares that 10 G. 3. c. 51. and 5 G. 4. c. 87. are applicable they shall be deemed to be so.

XII. Where in any Tailzie executed after the First Day of *August* One thousand eight hundred and forty-eight, the Maker of such Tailzie has declared or shall declare that an Act passed in the Tenth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to encourage the Improvement of Lands, Tenements, and Hereditaments in that Part of* Great Britain *called* Scotland *held under Settlement of strict Entail*, and an Act passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act to authorize the Proprietors of entailed Estates in* Scotland *to grant Provisions to the Wives or Husbands and Children of such Proprietors*, or either of the said Acts of Parliament, shall be applicable to such Tailzie, then and in that Case such Act or Acts, as the Case may be, shall be deemed and taken to be and shall be applicable to such Tailzie in like Manner as if such Tailzie had been executed prior to the said First Day of *August* One thousand eight hundred and forty-eight.

XIII. Where

XIII. Where any Tailzie executed after the First Day of *August* One thousand eight hundred and forty-eight does not expressly prohibit the granting of Feus or Building Leases of the entailed Estate, or any Part thereof, though containing a Prohibition against Alienation and long Leases generally, the Heir of Entail in possession of such entailed Estate for the Time shall have the same Powers of granting Feus and Building Leases for more than Twenty-one Years as are by the said recited Act, or by any other Act of Parliament conferred upon Heirs of Entail in possession of entailed Estates holding the same under Tailzies dated prior to the said First Day of *August* One thousand eight hundred and forty-eight: Provided always, that Application shall be made in the Form prescribed by the said recited Act with reference to Applications authorized to be made under the said Act, for the Authority of the Court of Session to the granting of such Feus or Building Leases; and such Court, having regard to the Interests of the Heirs Substitute of Entail, shall be satisfied that the granting of such Feus or Leases is an Act of beneficial Administration of the entailed Estates.

Where Tailzie executed after 1st August 1848 does not expressly prohibit the granting of Feus, &c., Heir of Entail in possession may execute Powers of granting Feus, &c.

XIV. It shall be lawful for any Heir of Entail in possession of any entailed Estate in *Scotland* who is or shall be entitled to sell, convey, and dispose of any Portion of such entailed Estate, or any Right or Interest therein under the Powers conferred by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," to sell and convey such Portion of such entailed Estate, or such Right or Interest therein, to the Company who by the said Consolidation Act may be authorized to acquire the same in consideration of an annual Feu Duty or a Ground Annual payable by such Company to such Heir of Entail and his Successors in the Lands, or in the Right or Interest therein so conveyed, and that in the Form prescribed by the said Consolidation Act with respect to Conveyances in Feu by Parties entitled absolutely to grant the same.

Heirs of Entail in possession entitled to sell Portion of Estates, &c. under 8 & 9 Vict. c. 19. may do so to any Company in consideration of annual Feu Duty, &c.

XV. Provided always, That it shall not be lawful for such Company to pay, nor for such Heir of Entail to receive or take, any Grassum, Fine, or Premium, or any Consideration in the Nature thereof, for the Lands or Rights or Interests to be so conveyed, other than the annual Feu Duties or Ground Annuals made payable by such Conveyance, and the Amount of such Feu Duties or Ground Annuals shall, in case of Difference, be ascertained and settled by Valuators in the Manner prescribed by the said Consolidation Act with respect to the Valuation of Lands sold by Agreement by Parties under legal Disability or Incapacity to convey.

Company not to pay, nor Heir of Entail to receive, any Grassum, &c. for any Rights conveyed but annual Feu Duties, &c.

XVI. All Feu Duties or Ground Annuals made payable under any such Conveyance to such Company shall be a First Charge on the Tolls and Rates and other Revenues of such Company, preferable to all Debenture and Bond and Mortgage Debt and other Debt of such Company, anything in any Act of Parliament now in force to the contrary notwithstanding; and if at any Time any such Feu Duties or Ground Annuals remain unpaid for Thirty Days after they respectively became payable, it shall be lawful to the Person entitled for the Time being to Payment of such Feu Duties or Ground Annuals to recover the same from such Company, with Interest and Costs, by Action in the Sheriff Court of the County within which the Lands in respect of which such Feu Duty or Ground Annual is payable are locally situated, or summarily by Poinding and Sale of the Goods and Effects of such Company on Application by Petition to such Sheriff; and such Feu Duty or Ground Annual shall to all Intents and Purposes whatever be deemed and taken to be Part and Portion of the entailed Estate, and subject to the Destination and to all the Conditions, Provisions, and Limitations, and to all the Clauses, prohibitory, irritant, and resolutive, of the Tailzie under which such Estate is holden.

All Feu Duties, &c. made payable by Company to be a First Charge on the Revenues of Company.

XVII. It shall be sufficient, in any Affidavit directed by the said recited Act to be made and produced in any Application thereby authorized, that such Affidavit bear that the Particulars required by the said recited Act to be specified therein are so specified to the best of the Knowledge and Belief of the Maker of such Affidavit; and where such Affidavit has not been or shall not be made and lodged at the Outset of the Proceedings under such Application, the Court shall direct such Omission to be supplied, and shall, on such Omission being supplied, proceed as if such Affidavit had been timeously given in.

Affidavit sufficient if stated to the best of Belief.

As to Affidavits not lodged in Time.

Provision as to Consents for Minors and incapacitated Persons.

XVIII. Every Consent which, on the Behalf of any Heir of Entail being under Age, or subject to any legal Incapacity, whose Consent has been or is or shall be required under the said recited Act, has been or shall be given by any Tutor or Curator or other legal Guardian duly authorized to consent in Terms of the said recited Act on the Behalf of such Heir of Entail, shall be deemed and taken to be and shall be valid and sufficient, except in any Case of Application for disentailing, without the Concurrence of such Heir of Entail, and without any Consent to or Approval of the Actings of such Tutor or Curator or other legal Guardian, by such Heir of Entail; but the Consent of such Curator or other Guardian on behalf of such Heir of Entail, in Terms of the said recited Act, shall not in any future Application under the said recited Act or this Act, or in any Application under the said recited Act not yet finally disposed of (unless in any Case in the Circumstances of which the Court shall be of opinion that the Consent of the Tutor, Curator, or other legal Guardian alone is sufficient), be received or acted on where such Heir of Entail, being of sound Mind, and above the Age of Fourteen Years, shall, in the course of the Application wherein such Consent may be tendered, enter Appearance and oppose the Reception of such Consent, which such Heir of Entail is hereby authorized to do.

Rights of Heir of Entail obtaining Consents and presenting Application not to be affected by Alteration of Circumstances afterwards occurring.

XIX. The Date of presenting any Application under the said recited Act or under this Act shall be held to be the Day on which the First Interlocutor under such Application has been or shall be pronounced, and no Alteration of Circumstances which has occurred or which shall occur subsequent both to the Date of presenting such Application and to the last Date of the Consents required to the same, whether by the Birth of any intervening Heir or by the Death of any Granter of such Consent, or otherwise, except as herein-before specially provided, shall be deemed to have or shall have any Effect upon the Rights of the Party who shall present or who has presented such Application, or shall affect the Procedure taken therein.

Heirs of Entail not to give Consents where opposed by Heritable Creditors.

XX. Where any Heir of Entail called to the Succession of an entailed Estate by any Tailzie dated prior to the First Day of *August* One thousand eight hundred and forty-eight shall previous to the passing of the said recited Act have granted any Bond of Annuity or other Deed disponing or bearing to dispone, or containing Obligation to dispone, such Estate or any Portion thereof in Security, such Heir of Entail shall not be entitled to give Consent to any Application under the said recited Act or this Act which shall be opposed by any Creditor in such Bond of Annuity or other Deed as aforesaid, and who shall either hold Infeftment in such entailed Estate, duly recorded, or shall enter Appearance and prove his Debt or Claim in the course of the Proceedings under such Application: Provided always, that it shall be competent to the Court, if, with reference to any Offer of adequate Security, or otherwise in the Circumstances, it shall deem the Opposition on the Part of such Creditor to be unreasonable, to disallow the same, and to give Effect to the Consent of such Heir.

Heir Apparent of Entail not to give Consent in opposition to such Creditors.

XXI. Where any Heir Apparent of an entailed Estate under a Tailzie dated prior to the said First Day of *August* One thousand eight hundred and forty-eight shall, subsequent to the passing of the said recited Act, have granted any Bond of Annuity or other Deed disponing or bearing to dispone, or containing Obligation to dispone such Estate, or any Portion thereof, in Security, such Heir Apparent shall not be entitled to give Consent to any Application, under the said recited Act or this Act, except under the like Circumstances as would have enabled him to give Consent, and to have his Consent allowed, had such Bond of Annuity or other Deed been granted previously to the passing of the said recited Act; but the Consents of the other Heirs Substitute shall be given and allowed independently of the Rights of any such Creditors.

Propelling of Succession, under Reservation of Liferent, to have no Effect upon Applications under this or the recited Act.

XXII. Where any Heir of Entail in possession of an entailed Estate under an Entail created before the passing of the said Act shall have lawfully propelled or shall hereafter lawfully propel such Estate, under Reservation of his own Liferent, to the Heir entitled to succeed him therein, any Application which has been or shall be made by him under the recited Act or under this Act, and all Procedure following thereon, shall be equally effectual in all respects as if he had not propelled the Succession, provided the Consents of the Persons whose Consents would have been required to such Application if he had not propelled the Succession as aforesaid be obtained thereto.

XXIII. Every

XXIII. Every Bond and Disposition in Security hereafter to be granted under the said recited Act or under this Act may, in the Option of the Party upon whose Application to the Court the same shall be executed, contain a Power of Sale in ordinary Form. Bonds and Dispositions in Security may contain Power of Sale.

XXIV. Every Judgment and Decree pronounced, and that shall be pronounced upon any Application under the said recited Act or under this Act, where such Judgment or Decree has not been or shall not be brought under Review of the House of Lords by Appeal, or brought under Reduction upon any relevant Ground during the Period within which such Judgment or Decree might have been appealed from, shall, as regards Third Parties acting *bonâ fide* on the Faith thereof, be no longer reducible on any Ground of Irregularity or Non-compliance with the Provisions of the said recited Act or of this Act, but in respect of any such Ground of Challenge be final and conclusive; and the Period during which Challenge or Appeal is competent, under the said recited Act or under this Act, of any such Judgment or Decree, or of any Instrument of Disentail, or other Deed executed in virtue of such Judgment or Decree, shall not be extended in respect of the Minority or Want of Capacity to act of any Person or Persons whatever. Judgments and Decrees to be final.

XXV. The following Words occurring in this Act shall, except where the Nature of the Provision shall be repugnant to such Construction, be construed as follows; that is to say, the Words "Court of Session," or "the Court," shall be construed to mean either Division of the Court of Session; the Words "Heir of Entail" shall include "Institute;" the Word "Lands" shall extend to and comprehend all Heritages; and the Words "Entailed Estate" shall extend to and comprehend all Heritages which by the Law of *Scotland* may be made the Subject of Entail. Interpretation of Terms.

CAP. XCV.

An Act to provide for the Government of *India*. [20th *August* 1853.]

'WHEREAS by an Act passed in the Session of Parliament holden in the Third and Fourth Years of King *William* the Fourth, intituled *An Act for effecting an Arrangement with the* East India *Company, and for the better Government of His Majesty's* Indian *Territories till the Thirtieth Day of* April *One thousand eight hundred and fifty-four*, the Territories therein mentioned were continued under the Government of the *East India* Company until the Thirtieth Day of *April* One thousand eight hundred and fifty-four, with the Powers and subject to the Superintendence, Direction, and Control therein mentioned; and the Property and Rights in the said Act mentioned were continued in the Possession of the said Company in trust for the Crown for the Service of the said Government: And whereas it is expedient to provide for the Government of the Territories now in the Possession and under the Government of the said Company after the Expiration of the Term limited by the said Act:' Be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows: 3 & 4 W. 4. c. 85.

I. Until Parliament shall otherwise provide, all the Territories now in the Possession and under the Government of the *East India* Company shall continue under such Government in trust for Her Majesty, Her Heirs and Successors, with and under the Powers and Restrictions, and subject to the Superintendence, Direction, and Control now by Law applicable to such Government, and subject also to the Provisions of this Act; and all the Provisions now in force of the said Act of the Third and Fourth Years of King *William* the Fourth, and all other Enactments whatsoever now in force with relation to the said Company and Government and Territories respectively, shall, save so far as the same are altered by or are repugnant to this Act, continue in force after the said Thirtieth Day of *April* One thousand eight hundred and fifty-four, as if the said Term had not expired; and no Appointments, Arrangements, or Acts made or done under the Provisions and Enactments hereby continued, shall, by reason only of the Expiration of the said Term, cease or be affected. Until Parliament shall otherwise provide, the British Territories in India to be continued under the Government of the Company, subject to the Provisions of this Act.